

RESOLUTIONS

41-65

RESOLUTION NO. 2007 - 41

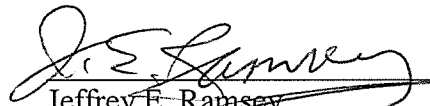
RESOLUTION FOR DEFERRAL OF SCHOOL TAXES


WHEREAS, regulations provide for the deferral of not more than 50% of the annual levy when school taxes are raised for a school year and have not been requisitioned by the school district; and

WHEREAS, the Division of Local Government Services requires that a resolution be adopted by a majority of the governing body in the year subsequent to the deferral, authorizing a decrease in the amount of the deferral; and

WHEREAS, it is the desire of the Township Council of the Township of Willingboro, County of Burlington to increase the amount of the local school deferred taxes by \$3,461,815.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 6th day of March, 2007, that the amount of deferred local school taxes be increased to \$14,781,283.50.


Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2007 – 42

**A RESOLUTION AUTHORIZING THE SALE
OF TOWNSHIP PERSONAL PROPERTY**

WHEREAS, Willingboro Township Council has found certain Township Equipment to be unusable and/or no longer needed; and

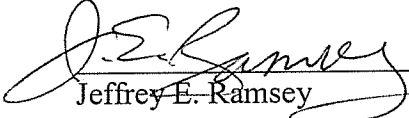
WHEREAS, Township Council, is authorized by NJSA 40A:11-36 to offer for sale and disposal property if the estimated fair value does not exceed \$2,500; and

WHEREAS, the Willingboro School District is in need of 25 additional lockers for the Levitt Middle School and the Kennedy Center (former JFK High School) has lockers that could be used.

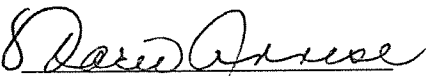
NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 6th day of March, 2007, that Willingboro Township Council is willing to offer 25 lockers to the Willingboro School District, for a purchase price of \$1.00, provided that the lockers are carefully removed from the second floor by the Willingboro School District; and

BE IT FURTHER RESOLVED that Willingboro Township Council approves the future release of lockers that may be needed by the Willingboro School District upon receipt of written request and removal as stated above.

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director and the Township Manager for their information.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

RESOLUTION NO. 2007 - 44
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

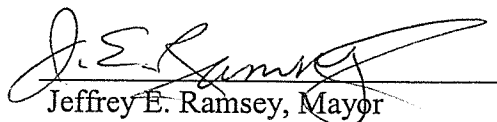
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

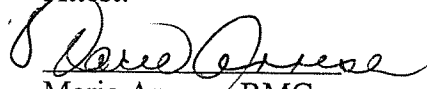
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/6, 2007, that an Executive Session closed to the public shall be held on 3/6, 2007, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Anese, RMC
Township Clerk

Recorded Vote

Councilman Ayer
Councilman Campbell
Councilman Stephenson
Deputy Mayor Jennings
Mayor Ramsey

Yes No Abstain Absent

✓			
			✓
✓			
✓			
✓			

RESOLUTION NO. 2007- 45

**A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY
APPROPRIATIONS FOR 2007**

WHEREAS, Willingboro Township Council, on the 5th day of January, 2007 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may , by Resolution adopted by a 2/3 vote of the full membership therefore, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 5, 2007,

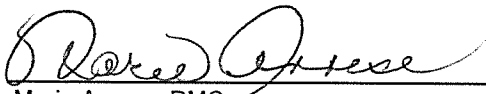
WHEREAS, the adoption of the 2007 budget may be delayed due to circumstances beyond our control,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2007 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 to be made as follows



ATTEST:

Dated:



Marie Anesse RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

Account #	Account Name	
6-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	133,469.50
6-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	4,680.50
6-01-20-100-102-010	PURCHASING/TECH SALARY&WAGES:	63,366.50
6-01-20-100-102-020	PURCHAS.&TECH. OTHER EXPENSES:	63,326.00
6-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	0.00
6-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	20,696.00
6-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	25,250.00
6-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	8,317.00
6-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	68,733.50
6-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	12,968.50
6-01-20-130-000-010	FINANCE ADMIN SALARY & WAGES:	123,638.50
6-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	24,902.50
6-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	35,000.00
6-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	132,860.00
6-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	4,502.00
6-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	53,463.00
6-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	5,624.50
6-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	55,244.00
6-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	115,000.00
6-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	7,500.00
6-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	450.00
6-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	1,567.00
6-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	822.00
6-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	132,271.50
6-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	197,674.00
6-01-23-210-000-001	Insurance Buyback	47,360.00
6-01-23-210-001-020	LIABILITY INS OTHER EXPENSES:	539,958.00
6-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES:	930,000.00
6-01-23-225-000-175	Unemployment Insurance	31,000.00
6-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	81,620.00
6-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	8,566.00
6-01-25-240-241-010	PATROL SALARY & WAGES:	2,082,978.00
6-01-25-240-241-020	PATROL OTHER EXPENSES:	9,324.00
6-01-25-240-242-020	K-9 OTHER EXPENSES:	6,745.00
6-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	45,000.00
6-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	1,710.00
6-01-25-240-244-010	DETECTIVES SALARY & WAGES:	547,548.50
6-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	6,910.00
6-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	175,293.50
6-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	2,837.50
6-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	135,665.50
6-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	167,545.00
6-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	277,077.00
6-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	1,330.00
6-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSES:	9,825.50
6-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	528,652.00
6-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	141,312.50
6-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	18,124.00
6-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	606,875.00

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Account #	Account Name	
6-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	153,303.00
6-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	9,000.00
6-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	18,856.50
6-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	4,450.00
6-01-26-305-000-010	RECYCLING SALARY & WAGES:	27,880.00
6-01-26-305-000-020	RECYCLING OTHER EXPENSES:	727.00
6-01-26-305-001-001	Garbage & Trash - Contractual	527,030.00
6-01-26-305-001-002	APARTMENT TRASH COLLECTION	0.00
6-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	74,440.00
6-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	218,149.00
6-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	72,850.00
6-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	5,277.50
6-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	42,092.00
6-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,999.50
6-01-27-350-000-010	OFF. ON AGING SALARY & WAGES:	105,876.00
6-01-27-350-000-020	OFF ON AGING OTHER EXPENSES:	16,785.50
6-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES:	533,704.00
6-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES:	158,864.50
6-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	0.00
6-01-29-390-000-010	LIBRARY SALARY & WAGES:	25,220.50
6-01-29-390-000-020	LIBRARY OTHER EXPENSES:	730,456.00
6-01-30-415-000-001	Accumulated Leave Compensation	155,800.00
6-01-30-417-000-017	Sick Leave Inc	15,500.00
6-01-30-419-000-001	FIREMAN-Length of Service Awd.	35,000.00
6-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	106,000.00
6-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	251,000.00
6-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	95,000.00
6-01-31-445-000-020	WATER OTHER EXPENSES:	6,300.00
6-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	120,000.00
6-01-31-460-000-020	GASOLINE OTHER EXPENSES:	90,000.00
6-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	581,693.00
6-01-36-471-000-020	PERS OTHER EXPENSES:	52,562.50
6-01-36-472-000-020	SOCIAL SECURIT OTHER EXPENSES:	485,725.00
6-01-36-475-000-020	PFRS OTHER EXPENSES:	279,620.50
6-01-43-490-000-010	MUN.COURT SALARY & WAGES:	102,560.00
6-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	6,026.00
6-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	7,498.50
6-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	1,500.00
6-01-45-920-000-020	BOND PRINCIPAL OTHER EXPENSES:	970,000.00
6-01-45-920-000-900	BOND PRINCIPAL Revenue Offset	68,760.50
6-01-45-925-000-298	Payment of BANS & Capital Note	0.00
6-01-45-930-000-298	Interest on Bonds	613,860.43
6-01-45-930-000-901	Interest Debt Due from ReNewal	55,962.50
		14,521,913.43

RESOLUTION NO. 2007 - 46

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR THE APPOINTMENT OF MUNICIPAL
ATTORNEY, MUNICIPAL PROSECUTOR, MUNICIPAL PUBLIC DEFENDER,
LIBRARY BOARD ATTORNEY, ZONING BOARD ATTORNEY, MUNICIPAL
AUDITORS and SPECIAL COUNSEL (Tax Attorney, Affordable Housing, Police
Review)**

WHEREAS, the terms of the Office for the above listed professionals have expired; and

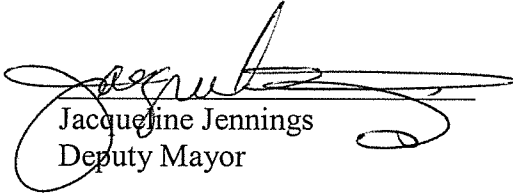
WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2007, that the following appointments are made for a term expiring 12/31/07 unless otherwise indicated.

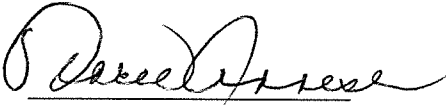
Michael Armstrong	Township Attorney
John E. Collins	Municipal Prosecutor
Andrew M. Duclair, Esq.	Public Defender
Joseph Jacobs, Esq.	Library Board Attorney
Zeller & Bryant	Zoning Board Attorney
Bowman & Company	Municipal Auditors
Zeller & Bryant	Special Counsel – Tax
Jeffrey R. Surenian	Special Counsel - COAH
Zeller & Bryant	Special Counsel Police Review Officer

Res. 2007 - cont'd.

BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance/resolution or by agreement.


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson				<input checked="" type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey				<input checked="" type="checkbox"/>

RESOLUTION NO. 2007 – 47

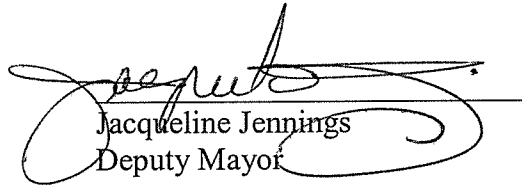
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error, Senior deductions and veterans deductions; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson				<input checked="" type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey				<input checked="" type="checkbox"/>

WELLS FARGO REAL ESTATE TAX SERVICE 1 HOME CAMPUS, MAC X2502 REGION 1, ATTN: FINANCIAL UNIT DES MOINES, IA 50328-0001 BLOCK 413 LOT 23 97 CRESTVIEW DRIVE OVERPAYMENT TAXES	\$2000.00
COUNTRYWIDE HOME LOANS PO BOX 10211 VAN NUYS, CA. 91410-0211 BLOCK 714 LOT 26 24 GARDENBROOK LANE OVERPAYMENT TAXES	1016.43
HORVATH, FRANK & PAULA 25 EAGLE LANE WILLINGBORO, N.J. 08046 BLOCK 842 LOT 8 25 EAGLE LANE OVERPAYMENT TAXES	343.18

RESOLUTION NO 2007 - 48

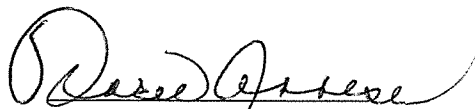
WHEREAS, the Shelter for victims of domestic violence in
Willingboro has been operated by the Providence House/Willingboro Shelter; and

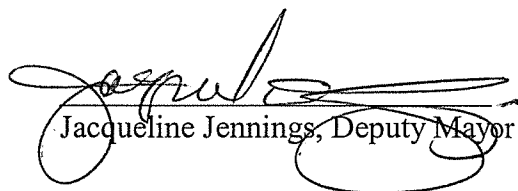
WHEREAS, the Providence House/Willingboro Shelter property is
owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the execution of this
Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 13th day of March,
2007, that the Deputy Mayor is hereby authorized to execute the attached agreement on
behalf of
the Township.

Attest:


Marie Annese, RMC
Township Clerk


Jacqueline Jennings, Deputy Mayor

Recorded Vote

Councilman Ayer
Councilman Campbell
Councilman Stephenson
Deputy Mayor Jennings
Mayor Ramsey

Yes No Abstain Absent

☒ ☐ ☐ ☐
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TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

March 16, 2007

Jean L. Metz, ACS, LCSW
Division Director
Providence House/Willingboro Shelter
PO Box 496
Willingboro, New Jersey 08046

Dear Ms. Metz:

Attached is a copy of Resolution No. 2007 – 48 which was adopted by Willingboro Township Council at their meeting of March 13, 2007. Also attached is the original copy of the Public Donor Agreement between Providence House/Willingboro Shelter and Willingboro Township.

It would be appreciated if you would have the document signed, and upon completion please return a copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Francis E. Dolan, ACSW, LSW
Executive Director

Jean L. Metz, ACSW, LCSW
Service Area Director
Providence House Domestic Violence Services



Handwritten: Council 1/31/07
Handwritten: K. Bolicetto
www.catholiccharitiestrenton.org

January 31, 2007

FEB - 1 2007

Jeffrey Ramsey, Mayor
Willingboro Township
One Salem Road
Willingboro, NJ 08046

Dear Mayor Ramsey:

On behalf of Providence House Domestic Violence Services of Catholic Charities, I am writing to you regarding the Public Donor Agreement between Providence House and Willingboro Township, which we renew annually for submission with our contract to the New Jersey Division of Youth and Family Services.

Because the Division of Youth and Family Services requires that the Public Donor Agreement be included in our contract renewal and we need to submit it to them promptly, to facilitate the process I would be happy to have a Providence House staff person pick up the agreement when you have signed it. Kindly let us know when it will be convenient for us to do so. If you have any questions or would like to discuss the agreement, please contact me at 856-824-0599.

As always, we at Providence House Domestic Violence Services are grateful to Willingboro Township for your generous and steadfast support of victims of domestic violence. Our mission to break the cycle of violence through education, empowerment and advocacy, and to bring peace to every home, would not be achievable without excellent community friends like Willingboro Township. We thank you again for being our partner in this mission.

Sincerely,

Jean Metz, ACSW, LCSW
Director

Encl.

cc: Marie Annese, Willingboro Township Clerk
Joanne Diggs, Willingboro Interim Township Manager

Donor Agreement # _____

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House Domestic Violence Services of
Catholic Charities (the "Provider Agency") and Willingboro Township
(the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social services program, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. **Donated Resources** means the total donation made by the Donor as match. Donated resources may include cash donations and/or In-Kind Contributions.
 - B. **In-Kind Contributions** means property or services (except the services of volunteers) which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment I to this agreement.
2. **Term** – This Agreement shall begin on January 1, 2007 and shall terminate on December 31, 2007 barring any outstanding obligations of either party.
3. **Donated Resources** – This Donor agrees to provide Donated Resources in an amount totaling \$ 28,000 to the Provider Agency.
4. **Provision of Donated Resources** – During the term of this agreement, Donated Resources shall be Contributed by the Donor to the Provider Agency as follows:

<u>Payment(s)</u>	<u>Date Due</u>	<u>Cash</u>	<u>In-Kind*</u>	<u>Total</u>
	12/31/07	\$15,940	\$12,060	\$28,000
TOTAL		<u>\$15,940</u>	<u>\$12,060</u>	<u>\$28,000</u>

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources - Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment I to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions - The Donor restricts the use of Donated Resources as follows:

Type of Service:	<u>Domestic Violence Protective Services</u>
Service Contract Title:	<u>Providence House of Catholic Charities</u>
Service Contract #:	<u>07AICS</u>
7. Provider Agency's Obligations - In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provision of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.
8. Donor's Obligations - It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations - The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

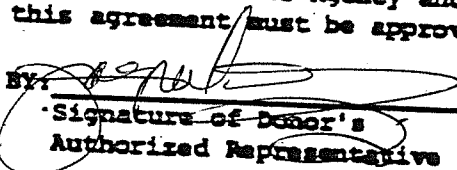
In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed on Attachment I to this agreement fairly represents their value to the social service program.

10. Indemnification - The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit - The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement - This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: 
Signature of Donor's
Authorized Representative

NAME: Jacqueline Jennings

TITLE: Deputy Mayor

DONOR: Township of Willingboro

DONOR
ADDRESS: One Salem Road

Willingboro, NJ 08046

PHONE

NUMBER: 609-877-2200, ext. 6200

DATED: 3-14-07

BY: _____
Signature of the Provider
Agency's Authorized
Representative

NAME: Francis E. Dolan.

TITLE: Executive Director

PROVIDER
AGENCY: Catholic Charities

PROVIDER
ADDRESS: 383 West State Street

Trenton, NJ 08618

PHONE

NUMBER: 609-394-5181

DATED: _____

Public Donor Agreement

ATTACHMENT A

IN-KIND CONTRIBUTIONS.

List the total In-Kind Contributions applicable to each Contract budget category. A detailed description of the In-Kind Contribution for each budget category is to be attached.

A. Personal Services	_____
B. Consultants and Professional Fees	_____
C. Materials and Supplies	_____
D. Facility Costs	_____ \$12,060
E. Specific Assistance to Clients	_____
F. Other	_____
TOTAL IN-KIND CONTRIBUTIONS	\$ 12,060



Francis E. Dolan, ACSW, LSW
Executive Director

Jean L. Metz, ACSW, LCSW
Director, Providence House
Domestic Violence Services

FAX TRANSMITTAL COVER SHEET
PLEASE DELIVER PROMPTLY

DATE: 3/6/07 TIME: _____
TO: Marie Anese, Willingboro Twp., 609-835-0782
FROM: Jane Wiltshire

5 # of pages including this cover sheet - FAX #s (856) 824-9340 (Outreach)

Comments: Hi Marie, thank you for your help! (609) 871-0360 (Shelter)
Jane

**Providence House Domestic Violence Services is
sincerely grateful to all those who generously
support us throughout the year. For inquiries
about volunteer opportunities or our current
needs, please contact Patricia Seidman at
856-824-0599.**

The pages of this facsimile transmission contain confidential information. This information is intended solely for use by the person(s) named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this fax is prohibited. If you have received this transmission in error, or if there is a problem with the transmission, please notify us by phone at 856/824-0599.

Providence House Domestic Violence Services
Domestic Violence Destroys Families
P.O. Box 496 • Willingboro, NJ 08046
856-824-0599 • 24-Hour Hotline 609-871-7551 • Fax 856-824-9340
www.catholiccharitiestrenton.org03/02

PH/WS Form 55

RESOLUTION NO. 2007 – 49

**A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR CUDEYRO CONSTRUCTION – STORM SEWER OUTFALL
REPLACEMENT AND EMBANKMENT STABILIZATION
65 AND 67 PAGEANT LANE**

WHEREAS, Willingboro Township Council, by Resolution No. 2005–35, awarded a contract to Cudeyro Construction in the amount of \$192,848.75; and

WHEREAS, the Engineer submitted **Change Order 1 Final** representing Extras (Rip Rap Stone Slope Protection and Thk. Reno Mattress) \$1,221.25 and Supplemental (Tierods and Type B Inlets) \$10,200 for a total increase of \$11,421.25; and

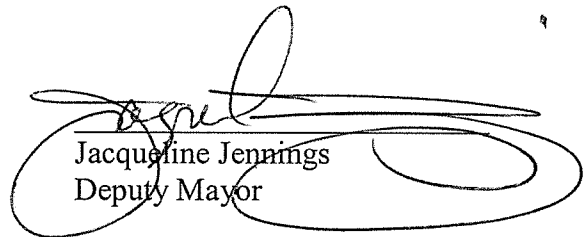
WHEREAS, Willingboro Township Council on the 25th day of January, 2006, by the adoption of Res. 2006 – 16 approved the Change Order which increased the contract from \$192,848.75 to \$204,270.00.

WHEREAS, the Engineer has now **submitted a correction, Change Order No 2 Final** (copy attached) **representing a reduction of \$10,914.65** for a total contract increase of \$506.60; and

WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 13th day of March, 2007, as follows:

1. Correction - Change Order 2 Final reduction of \$10,914.65 as above adjusts and **increases the original contract from \$192,848.75 to \$193,355.35.**
2. Copies of this resolution shall be forwarded to the Finance Director , Engineer and Auditor for their information.


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote

	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓



TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782**

March 16, 2007

Richard G. Arango, PE, CME
Remington Vernick & Arango
243 Route 130, Suite 200
Bordentown, New Jersey 08505

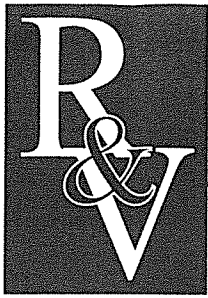
Dear Mr. Arango:

Attached is a copy of Resolution No. 2007-49 which was adopted by Willingboro Township Council at their meeting of March 13, 2007. Also attached are three original signed copies of Change Order No. 2 FINAL – CORRECTED.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango Engineers
Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, P.E., P.P., C.M.E.
Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.
Richard G. Arango, P.E., C.M.E.

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES
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Alan Dittenhofer, P.E., P.P., C.M.E.
Frank J. Seney, Jr., P.E., P.P., C.M.E.
Terence Vogt, P.E., P.P., C.M.E.
Dennis K. Yoder, P.E., P.P., C.M.E.
Charles E. Adamson, P.L.S., A.E.T.
Kim Wendell Bibbs, P.E., C.M.E.
Marc DeBlasio, P.E., P.P., C.M.E.
Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
Engineers**

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

15-33 Halsted Street
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jicama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

102 West Allen Street
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Commonwealth Bldg.
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

March 6, 2007

Joanne Diggs
Interim Township Manager
Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

**Re: Township of Willingboro
Emergency Storm Sewer & Outfall Replacement
& Embankment Stabilization at 65 & 67 Pageant Lane
Certificate #3 FINAL - Corrected
RV&A# 0338T016**

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Certificate No.3 FINAL – CORRECTED for payment in connection with the above referenced project.

Also enclosed please find four (4) original signed copies of Change Order No. 2 FINAL – CORRECTED for your review and approval. Upon execution, please retain one (1) original signed copy for your file and return the remaining three (3) original signed copies to our office.

If you should have any questions, please contact Raymond Longmore of our Bordentown office at 609-298-6017.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

Richard G. Arango, P.E., C.M.E.
Executive Vice President

RGA/clg

Enclosure(s)

c: Eric Berry, Deputy Township Manager
Wendell Bibbs, P.E.
Syreeta Paul
Cudeyro Construction

T:\WILLINGBORO\T016 - pagent lane\T016 ct #3 - corrected.rtf



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REMINGTON, VERNICK & ARANGO ENG.
CERTIFICATE #3 FINAL - CORRECTED

CUDEYRO CONSTRUCTION
305 FISKE AVENUE
WEST BERLIN NJ 08091
856-905-1785

PROJECT NAME:

Emergency Storm Sewer Outfall Replacement & Embankment Stabilization

PROJECT NUMBER:

0338T017

CLIENT:

Willingboro Township

CERTIFICATE #3 FINAL - CORRECTED

x *[Signature]* *[Signature]* 2/23/07
Contractor Date

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #3	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MOILIZATION AND SITE CLEARING	1	LS	\$42,925.00	\$42,925.00	0	1	\$42,925.00
2	SOIL EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$6,900.00	\$6,900.00	0	1	\$6,900.00
3	BORROW EXCAVATION, ZONE 3	1000	CY	\$27.25	\$27,250.00	0	936	\$25,506.00
4	STEEL SHEET PILING	2500	SF	\$18.10	\$45,250.00	0	2446	\$44,272.60
5	24" REINFORCED CONCRETE CULVERT PIPE, CLASS III	220	LF	\$71.50	\$15,730.00	0	173	\$12,369.50
6	DENSE GRADED AGGREGATE, BASE COURSE, 4" THICK	110	SY	\$15.00	\$1,650.00	0	50	\$750.00
7	HOT MIX ASPHALT BASE COURSE, MIX I-2, 2" THICK	18	TON	\$125.00	\$2,250.00	0	5	\$625.00
8	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	18	TON	\$125.00	\$2,250.00	0	5	\$625.00
9	MANHOLES	2	UN	\$7,550.00	\$15,100.00	0	2	\$15,100.00
10	REMOVE AND REPLACE 4 FOOT HIGH FENCE INCLUDING TWO GATES.	200	LF	\$38.00	\$7,600.00	0	200	\$7,600.00
11	TOPSOIL STABILIZATION MATTING	850	SY	\$4.45	\$3,782.50	0	780	\$3,471.00
12	TOPSOILING, 4" THICK	1650	SY	\$6.25	\$10,312.50	0	1605	\$10,031.25
13	FERTILIZING AND SEEDING, TYPE A-3	1650	SY	\$2.00	\$3,300.00	0	1605	\$3,210.00
14	RIP RAP STONE SLOPE PROTECTION, 12" THICK (D50 = 6") (RENO MATRESS)	35	SY	\$244.25	\$8,548.75	0	35	\$8,548.75
14E	RIP RAP STONE SLOPE PROTECTION, 12" THICK (D50 = 6") (RENO MATRESS)		SY	\$244.25		0	5	\$1,221.25
15S	TIERODS		EA	\$1,550.00		0	4	\$6,200.00
16S	TYPE B INLETS		EA	\$4,000.00		0	1	\$4,000.00

TOTAL AMOUNT COMPLETED TO DATE

\$193,355.35

LESS 0% RETAINAGE

\$0.00

SUBTOTAL

\$193,355.35

LESS AMOUNT PREVIOUSLY CERTIFIED

\$178,295.42

AMOUNT DUE THIS CERTIFICATE

\$15,059.93

SUMMARY

ORIGINAL CONTRACT AMOUNT

\$192,848.75

1	\$11,421.25
2	(\$10,914.65)
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS

\$506.60

AMENDED CONTRACT AMOUNT

\$193,355.35

PAYMENTS TO DATE (AMOUNT)

1	\$127,513.53
2	\$50,781.89
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CERTIFIED PAYMENTS TO DATE (AMOUNT)

\$178,295.42

AMOUNT OF THIS CERTIFICATE

\$15,059.93

TOTAL AMOUNT OF WORK COMPLETED

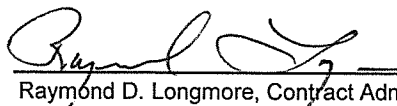
\$193,355.35

NOTICE TO PROCEED DATE

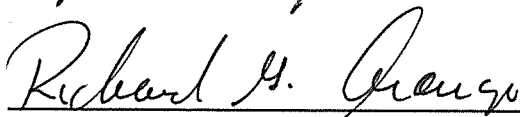
02/21/05

PROJECT COMPLETION DATE

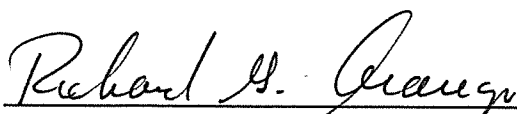
03/31/05


Raymond D. Longmore, Contract Administrator

2-26-07
Date


Municipal Engineer

2/27/07
Date


Richard G. Arango, P.E., C.M.E., Executive Vice President

2/27/07
Date

R V REMINGTON, VERNICK & ARANGO ENG.
& A CHANGE ORDER #2 FINAL - CORRECTED

CONTRACTOR:
CUDEYRO CONSTRUCTION
305 FISKE AVENUE
WEST BERLIN NJ 08091
856-905-1785

02/23/07

NAME OF PROJECT:

Emergency Storm Sewer Outfall Replacement & Embankment Stabilization

PROJECT NUMBER:

0338T017

CLIENT:

Willingboro Township

REASON FOR CHANGE:

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
REDUCTIONS					
R3	BORROW EXCAVATION	64	CY	\$27.25	\$1,744.00
R4	STEEL SHEET PILING	54	SF	\$18.10	\$977.40
R5	24"RCCP CLASS III	47	LF	\$71.50	\$3,360.50
R6	DGA 4" THICK	60	SY	\$15.00	\$900.00
R7	HMAB I-2 2" THICK	13	TNS	\$125.00	\$1,625.00
R8	HMAT I-5 2" THICK	13	TNS	\$125.00	\$1,625.00
R11	TOPSOIL STAB. MAT	70	SY	\$4.45	\$311.50
R12	4" THICK TOPSOILING	45	SY	\$6.25	\$281.25
R13	FERT. & SEED TYPE A-3	45	SY	\$2.00	\$90.00
					<u>\$10,914.65</u>

ORIGINAL CONTRACT AMOUNT

\$192,848.75

- REDUCTION

(\$10,914.65)

CHANGE ORDER #1

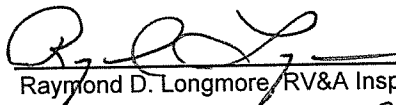
\$11,421.25

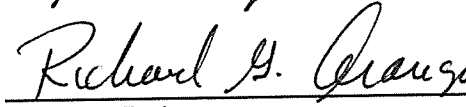
ADJUSTMENT AMOUNT BASED ON
CHANGE ORDERS NO. 1 AND NO. 2

\$193,355.35

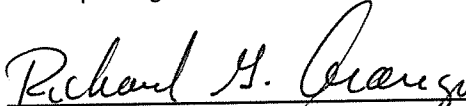
ACCEPTED BY:

 2/23/07
Cudeyro Construction Co. Date


 2-26-07
Raymond D. Longmore, RV&A Inspection Dept. Date

 2/27/07
Municipal Engineer Date

RECOMMENDED BY:

 2/27/07
Richard G. Arango, P.E., C.M.E., Exec. Vice President Date

APPROVED BY:

 3-14-07
Willingboro Township Date

P. 01

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
FEB-20	11:36 AM	2988257	1'22"	10	SEND	OK	912	

TOTAL : 1M 22S PAGES: 10

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO:

COMPANY:

DATE:

TO FAX NO.

FROM:

MARIE ANNESE - EXT. 6002 PAGES 10
 Pious Resolutions 65467 PAGEANT Lane

WILLINGBORO TOWNSHIP

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO:

COMPANY:

DATE:

TO FAX NO.

FROM:

SUBJECT:

FOR YOUR INFORMATION

PLEASE RESPOND

THANK YOU.

RESOLUTION NO. 2006 – 16

A RESOLUTION AUTHORIZING A CHANGE ORDER
FOR CUDEYRO CONSTRUCTION – STORM SEWER OUTFALL
REPLACEMENT AND EMBANKMENT STABILIZATION
65 AND 67 PAGEANT LANE

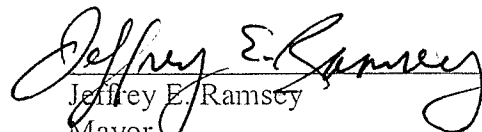
WHEREAS, Willingboro Township Council, by Resolution No. 2005–35, awarded a contract to Cudeyro Construction in the amount of \$192,848.75; and

WHEREAS, the Engineer has submitted **Change Order 1 Final**, copy attached, which represents Extras (Rip Rap Stone Slope Protection and Thk. Reno Mattress) \$1,221.25 and Supplemental (Tierods and Type B Inlets) \$10,200 for a total increase of \$11,421.25; and

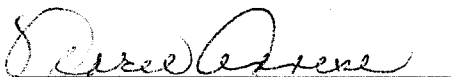
WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 25th day of January, 2006, as follows:

1. Change Order 1 Final \$11,421.25 as above adjusts the contract and increases the contract from \$192,848.75 to **\$204,270.00**
2. Copies of this resolution shall be forwarded to the Finance Director , Engineer and Auditor for their information.


Jeffrey E. Ramsey
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

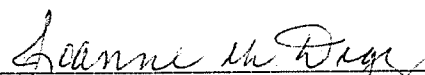
Resolution Date: 02/09/06
Resolution Number: 2006-16

Vendor: CUDEYRO CUDEYRO CONSTRUCTION INC
305 FISKE AVE
WEST BERLIN, NJ 08091

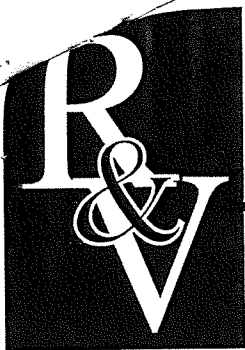
Contract: 05-00003 CUDEYRO EMERG STORM SEWER
REPAIR

Account Number	Amount	Department
C-04-55-904-004-928	11,421.25	2004 GENERAL CAPITAL
Total	11,421.25	

Only amounts for the 2006 Budget Year have been certified.
Amounts for future years are contingent upon sufficient funds
being appropriated.



Chief Financial Officer



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango Engineers
Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
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Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.
Richard G. Arango, P.E., C.M.E.

**DIRECTOR OF OPERATIONS
CORPORATE SECRETARY**
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Dennis K. Yoder, P.E., P.P., C.M.E.
Charles E. Adamson, P.L.S., A.E.T.
Kim Wendell Bibbs, P.E., C.M.E.

**Remington & Vernick
Engineers**

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jicama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

102 West Allen Street
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

University Office Plaza
Commonwealth Building
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

www.rve.com

Established in 1901

January 16, 2006

Ms. Denise Rose
Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

Re: Township of Willingboro
Emergency Storm Sewer & Outfall Replacement
& Embankment Stabilization at 65 & 67 Pageant Lane
Certificate #2
RV&A File No. 0338T016

Dear Ms. Rose:

Enclosed please find one (1) original and one (1) copy of Certificate No. 2 along with the contractor's voucher for payment in connection with the above captioned project.

Also enclosed, please find four (4) original signed copies of Change Order No. 1 FINAL for your review and approval. Upon execution, please retain one (1) original signed copy for your file and return the remaining three (3) original signed copies to our office.

If you should have any questions, please contact Raymond Longmore, Contract Administrator of our Bordentown office at 609-298-6017.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

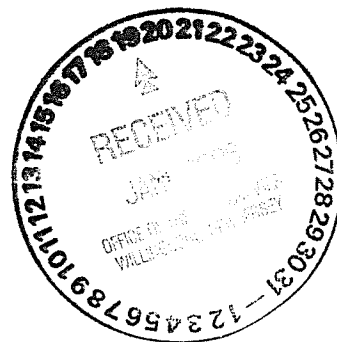
By

Richard G. Arango, P.E., C.M.E.
Executive Vice President

RGA:kpc

Enclosure(s)

cc: Cudeyro Construction
Q:\Shared\Contract Specs\Inspections\Willingboro\Billing\65 & 67 Pageant Lane Emergency Stormsewer\016 ct #2.rtf



Nº 016148

WILLINGBORO TOWNSHIPONE SALEM ROAD
WILLINGBORO, NJ 08046

Pay To Cudeyro Construction

ADDRESS 305 Fiske Avenue

CITY West Berlin, NJ 08091

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Furnishing of all labor and materials for the		
	Emergency Stormsewer Outfall Replacement		
	& Embankment Statement:		
	Total amount completed to date		\$181,934.10
	Less 2% Retainage		\$3,638.68
	Subtotal		\$178,295.42
	Less AMount Previously Certified		\$127,513.53
	Amount due this certificate		\$50,781.89

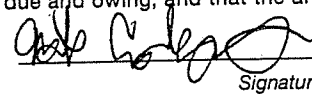
VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.



Signature

Vice president

Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature

Title

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
	Approved for Payment	CHECK No.
	Township Manager	

WILLINGTON, VERNICK & ARANGO ENG.
CERTIFICATE #2

CUDEYRO CONSTRUCTION
 305 FISKE AVENUE
 WEST BERLIN NJ 08091
 856-905-1785

PROJECT NAME:

Emergency Storm Sewer Outfall Replacement & Embankment Stabilization

PROJECT NUMBER:

0338T017

CLIENT:

Willingboro Township

CERTIFICATE #2

X *[Signature]* 1/18/06
 Contractor Date

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #2	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	MOILIZATION AND SITE CLEARING	1	LS	\$42,925.00	\$42,925.00	0	1	\$42,925.00
2	SOIL EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$6,900.00	\$6,900.00	0	1	\$6,900.00
3	BORROW EXCAVATION, ZONE 3	1000	CY	\$27.25	\$27,250.00	936	936	\$25,506.00
4	STEEL SHEET PILING	2500	SF	\$18.10	\$45,250.00	0	2446	\$44,272.60
5	24" REINFORCED CONCRETE CULVERT PIPE, CLASS III	220	LF	\$71.50	\$15,730.00	0	173	\$12,369.50
6	DENSE GRADED AGGREGATE, BASE COURSE, 4" THICK	110	SY	\$15.00	\$1,650.00	50	50	\$750.00
7	HOT MIX ASPHALT BASE COURSE, MIX I-2, 2" THICK	18	TON	\$125.00	\$2,250.00	5	5	\$625.00
8	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	18	TON	\$125.00	\$2,250.00	5	5	\$625.00
9	MANHOLES	2	UN	\$7,550.00	\$15,100.00	0	2	\$15,100.00
10	REMOVE AND REPLACE 4 FOOT HIGH FENCE INCLUDING TWO GATES.	200	LF	\$38.00	\$7,600.00	200	200	\$7,600.00
11	TOPSOIL STABILIZATION MATTING	850	SY	\$4.45	\$3,782.50	780	780	\$3,471.00
12	TOPSOILING, 4" THICK	1650	SY	\$6.25	\$10,312.50	1605	1605	\$10,031.25
13	FERTILIZING AND SEEDING, TYPE A-3	1650	SY	\$2.00	\$3,300.00	1605	1605	\$3,210.00
14	RIP RAP STONE SLOPE PROTECTION, 12" THICK (D50 = 6") (RENO MATRESS)	35	SY	\$244.25	\$8,548.75	0	35	\$8,548.75

TOTAL AMOUNT COMPLETED TO DATE

\$181,934.10

LESS 2% RETAINAGE

\$3,638.68

SUBTOTAL

\$178,295.42

LESS AMOUNT PREVIOUSLY CERTIFIED

\$127,513.53

AMOUNT DUE THIS CERTIFICATE

\$50,781.89

ORIGINAL CONTRACT AMOUNT
CHANGE ORDERS (ADJUSTED AMOUNTS)

\$192,848.75

1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CHANGE ORDERS

\$0.00

AMENDED CONTRACT AMOUNT

\$192,848.75

PAYMENTS TO DATE (AMOUNT)

1	\$127,513.53
2	\$0.00
3	\$0.00
4	\$0.00
5	\$0.00

TOTAL CERTIFIED PAYMENTS TO DATE (AMOUNT)

\$127,513.53

AMOUNT OF THIS CERTIFICATE

\$50,781.89

TOTAL AMOUNT OF WORK COMPLETED


\$181,934.10

NOTICE TO PROCEED DATE

02/21/05

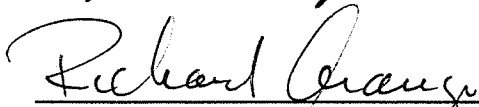
PROJECT COMPLETION DATE

03/31/05


Raymond D. Longmore, Contract Administrator

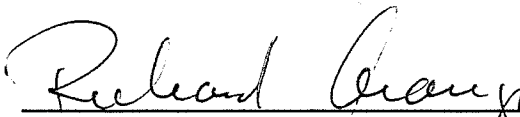
1-17-06

Date


Municipal Engineer

1/17/06

Date


Richard G. Arango, P.E., C.M.E., Executive Vice President

1/17/06

Date



REMINGTON, VERNICK & ARANGO ENG.

CHANGE ORDER #1

CONTRACTOR:

CUDEYRO CONSTRUCTION

305 FISKE AVENUE

WEST BERLIN NJ 08091

856-905-1785

08/08/05

NAME OF PROJECT:

Emergency Storm Sewer Outfall Replacement & Embankment Stabilization

PROJECT NUMBER:

0338T017

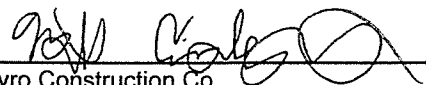
CLIENT:

Willingboro Township

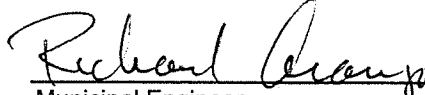
REASON FOR CHANGE:

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
14E	Rip Rap Stone Slope Protection	5	SY	\$244.25	\$1,221.25
	12" Thk. D50=6" Reno Mattress			\$0.00	\$0.00
					<u>\$1,221.25</u>
REDUCTIONS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
SUPPLEMENTALS					
S15	Tierods	4	EA	\$1,550.00	\$6,200.00
S16	Type B Inlets	1	EA	\$4,000.00	\$4,000.00
					<u>\$10,200.00</u>
ORIGINAL CONTRACT AMOUNT					<u>\$192,848.75</u>
+ SUPPLEMENTAL					<u>\$10,200.00</u>
+ EXTRA					<u>\$1,221.25</u>
- REDUCTION					<u>\$0.00</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1					<u>\$204,270.00</u>

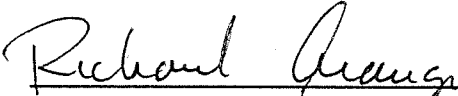
ACCEPTED BY:


Cudeyro Construction Co. 1/16/06
Date

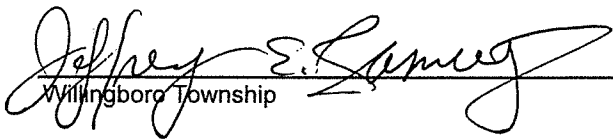

Raymond D. Longmore, RV & A Inspection Dept. 1-17-06
Date


Municipal Engineer 1/17/06
Date

RECOMMENDED BY:


Richard G. Arango, P.E., C.M.E., Exec. Vice President 1/17/06
Date

APPROVED BY:


Willingboro Township 1-25-06
Date

RESOLUTION NO. 2005 - 35

Award of Emergency Bid/Quote for 65 & 67 Pageant Lane Emergency Storm Sewer Outfall Replacement and Embankment Stabilization

WHEREAS, the Township Council of the Township of Willingboro authorized the Township Engineers Office to design, request construction costs and inspect the emergency improvements needed for 65 and 67 Pageant Lane Emergency Storm Sewer Outfall Replacement and Embankment Stabilization; and

WHEREAS the Township Engineer did request bid/quotes from five construction firms and received only 1 proposal from Cudeyro Construction; and

WHEREAS the Township Engineer reviewed the unit costs for the work and found them to be acceptable; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid/quote of Cudeyro Construction, Inc., 305 Fiske Avenue, West Berlin, New Jersey 08091 in the amount of \$192,848.75 as per the attached recommendation; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd day of February, 2005, that the bid/quote be accepted as per the attached recommendation; and

BE IT FURTHER RESOLVED, that the bid/quote be spread upon the minutes of this meeting.

Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

✓

RESOLUTION NO. 2007 - 50
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

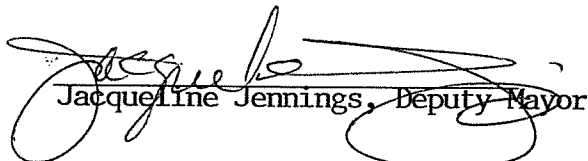
- (7) Matters relating to Litigation, Negotiations and the Attorney-

Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/13, 2007, that an Executive Session closed to the public shall be held on 3/13, 2007, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Jacqueline Jennings, Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓

RESOLUTION

WHEREAS, N.J.S. 40A:4-8, as amended by Chapter 259, P.L. 1995 provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection in the free public library, if any, located within our municipality and a county library. If there is no county library located within the municipality, then it must be provided to any county library in the county wherein the municipality is located. Further, the public officer delegated the responsibility for delivery of the copies to said libraries has completed a certification forwarded to the governing body that such deliveries were made and copies have been made available by the Clerk to persons requesting them; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

ROLL CALL:

Councilman Ayres	- Yes
Councilman Cong Dell	- Yes
Deputy Mayor Jennings	- Yes

Dated 13, 2007
Doree Greve, PM
Treasurer Clerk

*Introduction
Minutes*

2007 MUNICIPAL BUDGET

Of the Township of Willingboro
County of Burlington
for the fiscal year 2007

Revenue and Appropriation Summaries

Summary of Revenues

	2007	Anticipated 2006
1. Surplus		
2. Total Miscellaneous Revenues	3,850,000.00	2,540,000.00
3. Receipts from Delinquent Taxes	7,104,000.00	8,876,463.00
4. a) Local Tax for Municipal Purposes	2,100,000.00	1,650,000.00
b) Addition to Local District School Tax	21,495,000.00	20,138,100.00
Total Amt to be Raised by Taxes for Sup of Municipal Budget	21,495,000.00	20,138,100.00
Total General Revenues	34,549,000.00	33,204,563.00

Summary of Appropriations

	2007 Budget	Final 2006 Budget
1. Operating Expenses: Salaries & Wages	16,762,051.00	16,149,005.00
Other Expenses	9,610,175.36	6,195,206.00
2. Deferred Charges & Other	1,645,613.00	4,147,756.75
3. Capital Improvements	100,000.00	752,000.00
4. Debt Service (Include for School Purposes)	3,944,860.64	3,671,532.25
5. Reserve for Uncollected Taxes	2,486,300.00	2,289,063.00
Total General Appropriations	34,549,000.00	33,204,563.00
Total Number of Employees.	298	298

Balance of Outstanding Debt

	General
Interest	2,059,500.00
Principal	1,885,358.64
Outstanding Balance	41,520,213.20

Notice is hereby given that the budget and tax resolution was approved by the Township Committee of the Township of Willingboro, County of Burlington on March 13, 2007.

A hearing in the budget and tax resolution will be held at the Municipal Building April 10, 2007 at 8:00 at which time and place comments on the Budget and Tax Resolution for the year 2007 may be presented by tax payors or other interested persons.

Copies of the Budget are available in the office of the Municipal Clerk, Marie Annesse, at the Municipal Complex, 1 Salem Road, Willingboro, New Jersey (609) 877-2200, during the hours of 9:00 a.m. to 5:00 p.m.

Adv. Fee: \$103.68
March 26, 2007
Att. Chg. \$20.00

✓

RESOLUTION NO. 2007 - 51
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

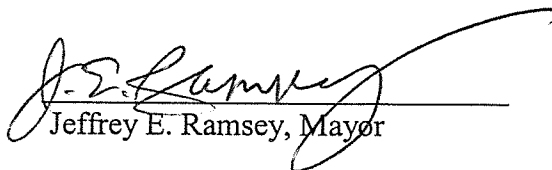
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 3/27, 2007, that an Executive Session closed to the public shall be held on 3/27, 2007, at 8:40 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

RESOLUTION NO. 2007 – 52

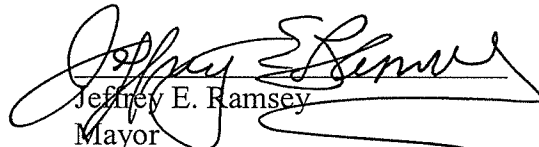
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error, Senior deductions and veterans deductions; and

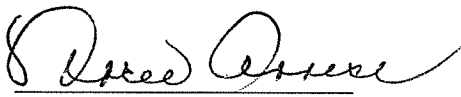
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of March, 2007, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for her information, attention and compliance.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			

FIS TAX SERVICE 3100 NEW YORK DRIVE, SUITE 100 PASADENA, CA. 91107 BLOCK 1112 LOT 16 54 TIFFANY LANE OVERPAYMENT TAXES	\$1541.05
WILLIAM & MARIE HUCKINS, JR. 20 BEAVERDALE LANE WILLINGBORO, N.J. 08046 BLOCK 225 LOT 6 20 BEAVERDALE LANE OVERPAYMENT TAXES	497.76
JAMES & SALLY HOWARD 72 NORTHAMPTON DRIVE WILLINGBORO, N.J. 08046 BLOCK 1009 LOT 95 72 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1499.61
LANDAMERICA ONE STOP 600 CLUBHOUSE DRIVE, SUITE 100 CORAPOLIS, PA. 15108 BLOCK 306 LOT 42 5 PARISH LANE OVERPAYMENT TAXES	803.60
FIDELITY NATIONAL TITLE 110 BARCLAY PAV. E. CHERRY HILL, N.J. 08034 BLOCK 602 LOT 10 82 HAMILTON LANE OVERPAYMENT TAXES	10,543.42
FIRST AMERICAN REAL ESTATE TAX SERV. 95 METHODIST HILL DR. SUITE 100 ATTN: NJ TEAM ROCHESTER, NEW YORK 14623 BLOCK 209 LOT 38 8 BALDWIN LANE OVERPAYMENT TAXES	2346.69

RODNEY A. MARSHALL 1 CAMBRIDGE LANE BERLIN, N.J. 08009 BLOCK 1110 LOT 45 36 TENNYSON LANE OVERPAYMENT TAXES	1420.25
---	---------

FIRST AMERICAN REAL ESTATE TAX SERV. 95 METHODIST HILL DR., SUITE 100 ROCHESTER, NEW YORK 14623 BLOCK 323 LOT 25 31 POPLAR LANE OVERPAYMENT TAXES	1073.56
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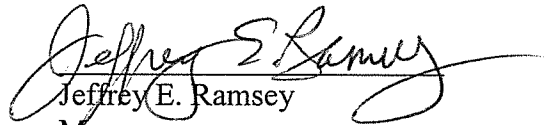
RESOLUTION NO. 2007 - 53

**A RESOLUTION AUTHORIZING AN APPLICATION
TO RECEIVE MONEY UNDER SEAT BELT ENFORCEMENT
GRANT PROGRAM**


WHEREAS, there are monies available under the Highway Safety Grant with the New Jersey Division of Highway Traffic Safety for Seat Belt Enforcement Program; and

WHEREAS, it would be in the best interest of the Township of Willingboro to apply for said monies,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 27th day of March, 2007, that the Mayor and Clerk are hereby authorized to execute and sign any and all documents in order to effectuate the receipt of the Grant monies between the Township of Willingboro and the New Jersey Division of Highway Traffic Safety – “Click It or Ticket 2007” in the amount of \$4,000.00, said program to run from May 21 – June 3, 2007.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY

PO Box 048

TRENTON, NJ 08625-0048

JON S. CORZINE
Governor

STUART RABNER
Attorney General

PAMELA S. FISCHER
Director

March 12, 2007

Director Benjamin Braxton
Willingboro Township
1 Salem Road
Willingboro, NJ 8046

**Re: Click It or Ticket Seat Belt Campaign
May 21-June 3, 2007 Enforcement Grant**

Dear Director Braxton:

I am pleased to offer your department the opportunity to participate in our next *Click It or Ticket* Enforcement Grant. You are receiving this application because of your recent participation in this program or *Buckle Up South Jersey* without the benefit of grant funds. We do appreciate these efforts. The Division of Highway Traffic Safety is prepared to offer your department \$4,000 in overtime enforcement grant funding, to be utilized during the two-week Click It or Ticket campaign from May 21 - June 3, 2007. This is the only *Click It or Ticket* seat belt enforcement campaign that will be conducted this year and our office is looking for maximum participation throughout the state.

In order to be considered for funding, please complete the attached six-page grant application and return it to my attention by the deadline of **April 13, 2007**. On Page 1 of the application please fill in Boxes A and C through H. On Page 3 please obtain the signatures of the Project Director, Chief Financial Officer and Authorizing Government Official (Mayor).

In addition, please familiarize yourself with the Project Guidelines, as you will be expected to adhere to all components of the grant. This is a reimbursement grant, meaning your agency will incur the costs and then submit documentation to this Division to be reimbursed. The maximum hourly rate that will be reimbursed for the enforcement overtime is \$50 per hour.

Also, please be advised that competition for this grant is intense. Every effort will be made to fund as many departments as possible, however, returning the grant application does not guarantee that your agency will be funded. If you have any questions, please do not hesitate to call Ray Reeve at (609) 633-9093.

Sincerely,

Edward J. O'Connor
South Region Supervisor
NJ Division of Highway Traffic Safety
140 East Front Street, 7th Floor
PO Box 048
Trenton, NJ 08625



TEL: (609) 633-9300 (800) 422-3750 FAX: (609) 633-9020

www.njsaferoads.com



NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT	FOR DHTS USE ONLY	
	PSP#:	STANDARD:
	TASK #:	PROGRAM AREA:
	PROJECT #:	DATE RECEIVED:

PART I GENERAL INFORMATION

A. PROJECT TITLE Click It or Ticket 2007 _____ Police Department		B. TYPE OF APPLICATION ____ INITIAL ____ REVISION <input checked="" type="checkbox"/> CONT. ____ YEAR 1 ____ YEAR 2 ____ YEAR 3	
C. NAME OF PROJECT CONTACT <i>LT. MICHAEL RANDALL</i>		D. NAME OF APPLICANT AGENCY <i>WILLINGBORO TWP</i>	
E. TELEPHONE NUMBER (OF C.) <i>609-877-2200 x 6240</i>		F. ADDRESS <i>1 SALEM RD WILLINGBORO NJ 08108</i>	
G. FAX NUMBER <i>609-835-0938</i>		Email: <i>randall@willingboropolice.com</i>	
H. FEDERAL TAX ID #			

I. TYPE OF GOVERNMENTAL UNIT ____ STATE ____ COUNTY <input checked="" type="checkbox"/> CITY ____ OTHER			
J. GRANT PERIOD FROM: 5/1/07 TO: 6/30/07		K. PROJECT PERIOD FROM: 5/21/07 TO: 6/3/07	

BUDGET (Please complete pages 4 & 5)

A. COST CATEGORY	PROJECT PERIOD	TOTAL EXPENDITURES PRIOR YEARS	TOTAL
(A) PERSONAL SERVICES	\$4,000.00		\$4,000.00
(B) CONTRACTUAL SVS.			
© COMMODITIES			
(D) OTHER DIRECT COSTS			
(E) INDIRECT COSTS			
TOTAL ESTIMATED COSTS (Including Non-Federal Share)	\$4,000.00		\$4,000.00

B. SOURCE OF FUNDS

(1) FEDERAL	(2) STATE	(3) POLITICAL SUBDIVISION	(4) OTHER	TOTAL
\$4,000.00				\$4,000.00

PART II

ACCEPTANCE OF CONDITIONS

This application is approved for federal fiscal year 2007 and authorization to proceed with this highway safety project is granted subject to the State and Federal laws and regulations applicable to the New Jersey Division of Highway Traffic Safety (DHTS) and the conditions stated below:

1. Unless otherwise directed, applicants must submit quarterly reports to the DHTS which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the DHTS no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the DHTS within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.
2. Applicants making purchases or entering into contracts as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.
3. All out-of-state travel must have prior approval of the Division of Highway Traffic Safety. Requests for approval should be submitted to the DHTS at least forty-five (45) days prior to the intended date of travel.
4. Applicants shall account for program income. Program income earned during the contract period shall be retained by the applicant and added to the funds committed to the project by the DHTS and used to further eligible program objectives.
5. Local government applications must complete a local government resolution.
6. Any reports, publications, etc., developed using funds from this contract must be approved by the DHTS prior to their release.
7. Any printed material must contain the name of the Division of Highway Traffic Safety.
8. Prior approval is required for changes to project scope, objectives, or budget.
9. No equipment purchased under an approved DHTS grant will be conveyed, sold, salvaged, or transferred without written approval from the DHTS.
10. Financial and programmatic records as well as other supporting documents or statistical records must be maintained for a period of three years. The retention period for these records begins on the day the single or last expenditure report of the Federal Fiscal Year is submitted to the DHTS.
11. The DHTS has the right to access any pertinent books, documents, papers or other records in order to make audits, examinations, excerpts, and transcripts. The rights of access is not limited to the required retention period but must last as long as the records are retained.
12. Applicants are required to submit to DHTS a copy of the audit report required under the federal Single Audit Act 31 U.S.C. 7502 and/or the State Single Audit Policy established by OMB Circular 98-07. An applicant who expends a total amount of Federal awards of less than \$300,000 in its fiscal year is exempt from federal single audit requirements, but will be required to certify the total amount of federal assistance expended during the fiscal year and may also be required under the State Single Audit Policy established by OMB Circular 98-07 to have a single audit or a financial statement audit or a program specific audit performed.
13. All provisions outlined in the DHTS's uniform requirements for the administration's reporting of expenditures will be adhered to.
14. Policies and procedures of the following will be, if applicable, adhered to:
49 CFR Part 18 - DOT Implementation of Common Grant Rule, CFR Title 23 - Part 1200 - Uniform Procedures for SHSP, OMB Circular A-87, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.
15. The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.

PART III SIGNATURES

PROJECT DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME <i>MICHAEL</i> <i>LT. Michael W. Raddall</i>	TITLE <i>LT.</i>	TELEPHONE NUMBER <i>609 877-2200 x6240</i>
SIGNATURE <i>LT. Michael W. Raddall</i>	ADDRESS <i>1 Salem Rd Willingboro NJ 08046</i>	

FINANCIAL DIRECTOR (Read Part II, "Acceptance of Conditions" before signing)

NAME <i>Barbara Lightfoot</i>	TITLE <i>Acting Finance Director</i>	TELEPHONE NUMBER <i>609 877-2200 x6211</i>
SIGNATURE <i>Barbara Lightfoot</i>	ADDRESS <i>1 Salem Rd Willingboro NJ 08046</i>	

AUTHORIZING OFFICIAL OF GOVERNMENTAL AGENCY (Read Part II before signing)

NAME <i>Jeffrey E. Ramsey</i>	TITLE <i>MAYOR</i>	TELEPHONE NUMBER <i>609 877-2200 x6202</i>
SIGNATURE <i>Jeffrey E. Ramsey</i>	ADDRESS <i>1 Salem Road Willingboro, N.J. 08046</i>	

APPROVAL INFORMATION (FOR DHTS USE ONLY)

SIGNATURE	TITLE	APPROVAL DATE
-----------	-------	---------------

HIGHWAY SAFETY PROGRAM APPLICATION		BUDGET SUMMARY		PROJECT NUMBER:
ITEMIZED EXPENDITURE CATEGORIES		FEDERAL SHARE	STATE/LOCAL SHARE	TOTAL AMOUNT
C. COMMODITIES				
D. OTHER DIRECT COSTS				
E. INDIRECT COSTS (IF APPLICABLE)				
TOTAL				
A. PERSONAL SERVICES		\$4,000.00		\$4,000.00
B. CONTRACTUAL SVS.				
C. COMMODITIES				
D. OTHER DIRECT				
E. INDIRECT				
TOTAL		\$4,000.00		\$4,000.00

PART V

PROBLEM STATEMENT

Click It or Ticket 2007

The most effective device for preventing deaths and injuries in motor vehicle crashes remains the seat belt. When used consistently, seat belts save lives and reduce serious injuries. In May of 2001 the State of New Jersey enacted a Primary Seat Belt Law. As the result of the law, and the concerted enforcement and educational programs that accompanied it, seat belt usage in the state has steadily been on the rise. The most recent statewide survey, undertaken in June, 2006, determined the seat belt usage rate in New Jersey to be 90%.

Convincing the final 10% of motorists to buckle up will not be an easy task. Research clearly indicates that the use of seat belts and child safety seats have a significant effect in reducing the number of deaths and severity of injuries resulting from traffic crashes. Nonetheless, many motorists still have not gotten the message.

Law enforcement agencies can have a measured effect in getting motorists to use seat belts, thus saving money and more importantly, save people from serious injuries or death. The research clearly demonstrates that the vast majority of the motoring public will comply with the seat belt law if it is enforced, coupled with their knowledge of the advantages of seat belt use.

PROJECT DESCRIPTION

This project will provide funding to implement a targeted seat belt enforcement campaign as part of the statewide "*Click It or Ticket*" seat belt mobilization from May 21 - June 3, 2007. On an overtime basis, police officers will conduct special enforcement patrols issuing for all violations of Title 39 of the Motor Vehicle Code. The main focus of these patrols will be to stop and issue a summons to motorists and their front seat passengers who are not complying with the primary seat belt law. Officers will also enforce the child safety restraint law as appropriate.

Seat belt usage pre and post surveys will be conducted by the participating department, at their expense. The pre survey will take place prior to the enforcement period and the post survey will be carried out immediately following the enforcement campaign. The surveys will take place for at least one hour at controlled intersections.

Participating departments are encouraged to notify their local media of their participation in the campaign to further raise public awareness. Please provide documentation of any attempts toward this.

OBJECTIVE

To increase seat belt usage by a measurable percentage throughout the community and state through a targeted two-week seat belt enforcement campaign from May 21 - June 3, 2007.

PERFORMANCE INDICATORS

- a. Seatbelt pre and post surveys reflect an increase in compliance of the seat belt law.
- b. A reasonable number of seat belt summonses issued in relation to overtime hours worked.
- c. Enforcement Summary Report submitted by June 15, 2007.
- d. Financial Reimbursement claim submitted by July 6, 2007.
- e. Project guidelines followed.

#####

**Township of Willingboro
Resolution No. 2007 – 54**

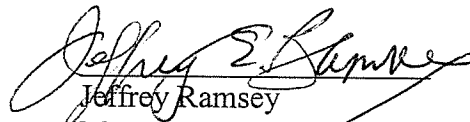
**A RESOLUTION AUTHORIZING THE TERMINATION OF AGREEMENTS
WITH CROXTON COLLABORATIVE ARCHITECTS, L.L.C.**

WHEREAS, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro; and

WHEREAS, Township of Willingboro resolution No. 2005 – 29 adopted on February 8, 2005 authorized a the Mayor and Clerk to enter into contracts for Professional Services with Croxton Collaborative Architects, L.L.C., for the renovation of the Willingboro Municipal Building and for the partial renovation of the John F. Kennedy Community Center; and

WHEREAS, the Township Council has determined that it is in the best interest of the Township of Willingboro to terminate this contract in accordance with paragraph 8.1 of the Agreement for the Renovation of the Willingboro Municipal Building and in accordance with paragraph 8.1 of the Agreement for the Partial Renovation of the John F. Kennedy Community Center; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 27th day of March, 2007, that the Mayor and Clerk of the Township of Willingboro are hereby immediately authorized to cancel any Agreements between the Township of Willingboro and Croxton Collaborative Architects, L.L.C. for the renovation of the Willingboro Municipal Building and for the renovation of the John F. Kennedy Community Center, and that any such cancellation shall be effective upon seven (7) days written notice to the Architect, pursuant to the Agreements.


Jeffrey Ramsey
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

*Letter signed by
Dagor 4/3/07*

April 19, 2007
March 27, 2007

Randolph R. Croxton, Architect
Croxton Collaborative Architects, L.L.C.
475 Fifth Avenue
New York, New York 10017

**RE: Township of Willingboro
Agreement for Partial Renovation of John F. Kennedy Center
Agreement for Renovation of existing Municipal Building**

Dear Mr. Croxton:

Pursuant to Article 8 of each of the above Agreements between Croxton Collaborative Architects, L.L.C., and the Township of Willingboro for the Partial Renovation of the John F. Kennedy Center and for the Renovation of the existing Municipal Building, the Township Council has determined that it is in the best interest of the Township to terminate these two Agreements.

To that end, please submit your final statement for services actually performed for payment. In addition, please submit original and electronic drawings or instruments of service to the Township Clerk, as directed in Article 9 of the Agreements. Pursuant to paragraph 9.2 of both Agreements, your firm may retain a set of prints or reproducibles of those drawings prior to transmittal to the Township.

Very truly yours,

Jeffrey Ramsey, Mayor
Township of Willingboro

cc: Willingboro Township Council
Joanne Diggs, Acting Township Manager

Subject: Resolution re Croxton

From: "cristal bowie" <chb@armstronglawfirm.com>

Date: Wed, 14 Mar 2007 10:15:02 -0400

To: "Marie" <Marie_Annese@willingborotwp.org>, <maa@armstronglawfirm.com>

Marie and Mike: find attached 2 (Two) resolutions one with, one without an explanation for the termination. Also included at the end are the paragraphs 8.1 from the contract that are referenced in the resolution, as well as paragraph 9 re ownership of documents.

Cristal Holmes-Bowie, Esquire

Law Office of Michael A. Armstrong

79 Mainbridge Lane

Willingboro, NJ 08046

ph: 609-877-5511

fax: 609-877-7755

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. If you have received this transmission in error, please immediately return it to the sender. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.

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FYI: Marie, for Michael:

Paragraph **8.1 states** If for any reason the Project should be abandoned, suspended or postponed, the Township of Willingboro may terminate this contract upon seven (7) days written notice to the Architect. Upon receipt of such notice, unless otherwise directed, the Architect shall immediately discontinue all work hereunder at that point. The Township of Willingboro shall have the right to audit all of the Architect's records pertaining to this project. Upon such termination, the Architect shall be paid in accordance with the following:

8.1.1 Where compensation is based on a stipulated sum, that proportion of the fee which the services actually and satisfactorily performed shall bear to the total services contemplated under this contract, less payments previously made.

8.1.2 Where compensation is based on a multiple of direct salary cost, the Architect shall be paid based upon the full extent of services directed and rendered.

8.2 Payment under paragraphs 8.1.1 and 8.1.2 shall include all reimbursable expenses and additional compensation.

8.3 If the project is postponed, suspended or delayed for a period of more than six (6) months, the Architect's compensation may be subject to renegotiation by mutual agreement.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

9.1 The original and electronic drawings, revised to reflect "Record" conditions, shall be transmitted to the Township of Willingboro and become the property of the Township of Willingboro. The Architect, for record purposes, may produce a set of prints or reproducible of those drawings prior to transmittal to the Township of Willingboro.

9.2 It is understood and agreed between the parties to this contract that all documents including Drawings and Specifications furnished by the Architect pursuant to this Agreement are instruments of service in respect of this Project only. Any reuse without specific written approval, verification or adaptation by the Architect will be at the Township of Willingboro's sole risk and without liability or legal exposure to the Architect.

RESOLUTION No. 2005- 29
TOWNSHIP OF WILLINGBORO
COUNTY OF BURLINGTON

A Resolution authorizing a contract for Professional Services by Croxton Collaborative Architects, L.L.C., for the renovation of the Willingboro Municipal Building and for the partial renovation of the John F. Kennedy Community Center.

WHEREAS, the Willingboro Township Council previously appointed Croxton Collaborative Architects, L.L.C. to complete a baseline architectural and engineering assessment of the Municipal Building and the existing Kennedy Center; and

WHEREAS, the Willingboro Township Council has received and reviewed the architectural and engineering assessment of the Municipal Building and the Kennedy Center; and

WHEREAS, the Willingboro Township Council has received and reviewed a strategic plan outlining the most cost effective upgrade and expansion of existing and future uses of the Willingboro Municipal Building and John F. Kennedy Center;

WHEREAS, the Willingboro Township Council has determined that there exists a need to upgrade and expand the existing and future uses of the Willingboro Municipal Building and the John F. Kennedy Community Center in the Township of Willingboro in the County of Burlington, State of New Jersey; and

WHEREAS, the Willingboro Township Council has determined that it is in the best interest of the Township to engage the services of an Croxton Collaborative Architects, L.L.C. for these two projects; and

WHEREAS, the services to be provided shall not exceed sum of \$397,925.00 for the Kennedy Center renovations and \$529,675.00 for the Willingboro Municipal Building, respectively; and

WHEREAS, the Finance Director has certified that funds in the maximum amount of the contract are \$397,925.00 for the Kennedy Center and \$529,675.00 for the Willingboro Municipal Building, respectively, are available; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for " Professional Services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township (Committee) (Council) of the Township of Willingboro, in the County of Burlington follows:


1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreements with Croxton Collaborative Architects, L.L.C., provided however that the agreements shall expire on completion.


2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

3. A notice of this action shall be printed once in the Burlington County Times.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Willingboro Township Council at a meeting held on February 8, 2005.

Attest:


Marie Annese, Municipal Clerk


Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer		✓		
Councilwoman Jennings	✓			
Councilman Stephenson	✓			
Deputy Mayor Ramsey	✓			
Mayor Campbell	✓			

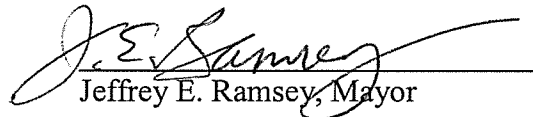
**TOWNSHIP OF WILLINGBORO
RESOLUTION 2007 - 55**

WHEREAS, Thomas Scholtis has served on the Willingboro Municipal Utilities Authority; and

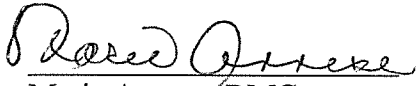
WHEREAS, his term of office expired on January 31, 2007.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Willingboro, New Jersey, assembled in public session this 27th day of March, 2007, that Mr. Scholtis is re-appointed as a full member of the W.M.U.A. from February 1, 2007 through January 31, 2012.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the appointee and the Executive Director of the W.M.U.A. for their information and attention.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

TOWNSHIP OF WILLINGBORO, NEW JERSEY
RESOLUTION NO. 2007 – 56

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
CONFIRMING NO OBJECTION TO THE EXPANSION OF THE
MEDCO HEALTH SOLUTIONS, INC. FACILITY AND TO MEDCO'S
APPLICATION FOR A WAIVER OR DECLARATION OF NON-
APPLICABILITY OF THE SCARCE RESOURCE RESTRAINT.**

WHEREAS, Medco seeks to construct a 40,000 square foot facility as an addition to its property located within the Township of Willingboro;

WHEREAS, Judge Sweeney entered a scarce resource restraint concerning land over one acre that may be used for affordable housing;

WHEREAS, the MEDCO parcel is less than one acre;


WHEREAS, the master has instructed MEDCO that it needs to apply for a waiver or declaration of non-applicability of the restraint;

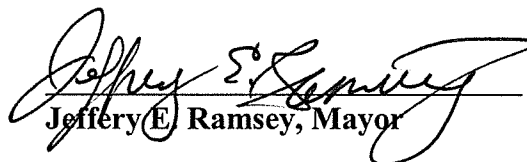
WHEREAS, MEDCO has asked the Township for its assent to its application for a waiver or declaration of non-applicability of the restraint;

WHEREAS, the Township has no objection thereto;

NOW THEREFORE BE IT RESOLVED as follows:

Special counsel is authorized to inform MEDCO, the master and plaintiff that the Township of Willingboro has no objection to MEDCO's application for a waiver or declaration of non-applicability of the restraint.


Marie Annese, RMC
Township Clerk


Jeffery E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Adopted 3/27/07

TOWNSHIP OF WILLINGBORO, NEW JERSEY

RESOLUTION NO. 2007 – 56

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
CONFIRMING NO OBJECTION TO THE EXPANSION OF THE
MEDCO HEALTH SOLUTIONS, INC. FACILITY AND TO MEDCO'S
APPLICATION FOR A WAIVER OR DECLARATION OF NON-
APPLICABILITY OF THE RESTRAINT.**

WHEREAS, Medco seeks to construct a 40,000 square foot facility as an addition to its property located within the Township of Willingboro;

WHEREAS, Judge Sweeney entered a scarce resource restraint concerning land over one acre that may be used for affordable housing;

WHEREAS, the MEDCO parcel is less than one acre;

WHEREAS, the master has instructed MEDCO that it needs to apply for a waiver or declaration of non-applicability of the restraint;

WHEREAS, MEDCO has asked the Township for its assent to its application for a waiver or declaration of non-applicability of the restraint;

WHEREAS, the Township has no objection thereto;

NOW THEREFORE BE IT RESOLVED as follows:

Special counsel is authorized to inform MEDCO, the master and plaintiff that the Township of Willingboro has no objection to MEDCO's application for a waiver or declaration of non-applicability of the restraint.

Township of Willingboro, NJ

**Jeffery E. Ramsey
Mayor, Township of Willingboro**

**Marie Annese, RMC
Township Clerk**

*And
Library
men
Res.
Seite.
10
Apr.*

✓

**TOWNSHIP OF WILLINGBORO, NEW JERSEY
RESOLUTION NO. 2007 – 56**

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
CONFIRMING NO OBJECTION TO THE EXPANSION OF THE
MEDCO HEALTH SOLUTIONS, INC. FACILITY AND TO MEDCO'S
APPLICATION FOR A WAIVER OR DECLARATION OF NON-
APPLICABILITY OF THE SCARCE RESOURCE RESTRAINT.**

WHEREAS, Medco seeks to construct a 40,000 square foot facility as an addition to its property located within the Township of Willingboro;

WHEREAS, Judge Sweeney entered a scarce resource restraint concerning land over one acre that may be used for affordable housing;

WHEREAS, the MEDCO parcel is less than one acre;

WHEREAS, the master has instructed MEDCO that it needs to apply for a waiver or declaration of non-applicability of the restraint;

WHEREAS, MEDCO has asked the Township for its assent to its application for a waiver or declaration of non-applicability of the restraint;

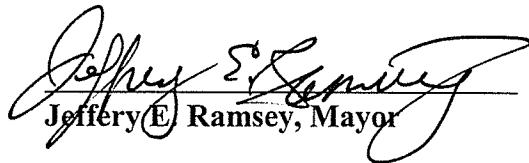
WHEREAS, the Township has no objection thereto;

NOW THEREFORE BE IT RESOLVED as follows:

Special counsel is authorized to inform MEDCO, the master and plaintiff that the Township of Willingboro has no objection to MEDCO's application for a waiver or declaration of non-applicability of the restraint.



**Marie Annese, RMC
Township Clerk**



Jeffery E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Adopted 3/27/07

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Margaret Rizzo
COMPANY: Del Vecchio
DATE: 4/12/07
TO FAX NO. 201-573-9736 (Phone No. 1-201-799-2170)
FROM: Marie Annese EXT. 6002 PAGES 2
SUBJECT: Res 2007-56 - Medco Health Solutions
Adopted 3/27/07

FOR YOUR INFORMATION ☒

PLEASE RESPOND ☐

THANK YOU.

P. 01

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TOTAL : 39S PAGES: 2

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

MARGARET Rizzo

Del Vecchio

4/12/07

201 - 573 - 9736

Marie Anese EXT. 6002 PAGES 2

A. I. A. A.

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Michael L. Armstrong Esq.

COMPANY: _____

DATE: 4/12/07

TO FAX NO. 1

FROM: Marie Annese EXT. 6202 PAGES 2

SUBJECT: Res 2007-56 Medco Health Solution
Adopted 3/27/07

FOR YOUR INFORMATION ☒

PLEASE RESPOND ☐

THANK YOU.

P. 01

APR-12-2007 THU 02:11 PM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
APR-12	02:10 PM	ARMSTRONG	1' 16"	2	SEND	OK	426	

TOTAL : 1M 16S PAGES: 2

ONE SALEM ROAD, WILLINGBORO, N.J. 08046

Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO:

Michael L. ARMSTRONG, Esq.

COMPANY:

DATE:

TO FAX NO.

FROM:

Marie Annese EXT. 6202 PAGES 2

$$D \rightarrow M, 11 \text{ A} < 11.$$

RESOLUTION NO. 2007 – 57

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING THE EXECUTION OF A RELEASE AND
SETTLEMENT AGREEMENT IN THE MATTER OF VOACOLO
ELECTRIC, INC. V. TOWNSHIP OF WILLINGBORO**

WHEREAS, litigation is pending against the Township of Willingboro in the Superior Court of New Jersey, Burlington County, Law Division, entitled Voacolo Electric, Inc. v. Township of Willingboro, Docket No. L-003396-06 (the “Lawsuit”); and

WHEREAS, the parties involved in the aforementioned lawsuit are desirous of settling the issues underlying said litigation and desirous of terminating the pending litigation involving said parties; and

WHEREAS, counsel for the respective parties have negotiated a Release and Settlement Agreement resolving the outstanding issues, the terms of which are set forth within a document entitled “Release and Settlement Agreement”, a copy of which is attached hereto; and

WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro on this 27th day of March that the Township Council authorizes the Library Solicitor to settle the lawsuit entitled Voacolo Electric, Inc. V. Township of Willingboro, Docket No. L-003396-06 (the “Lawsuit”) on behalf of the Township of Willingboro; and

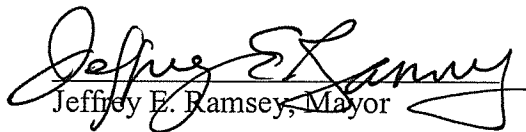
BE IT FURTHER RESOLVED, that the Mayor and the Clerk of this Township are hereby authorized and directed to execute the aforementioned Release and Settlement Agreement on behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to all parties to the litigation for their information and attention.

Attest:



Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, Mayor

Recorded Vote

Councilman Ayer

Councilman Campbell

Councilman Stephenson

Deputy Mayor Jennings

Mayor Ramsey

Yes	No	Abstain	Absent
-----	----	---------	--------

✓

✓

✓

✓

✓

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is made and entered into on this ____ day of February, 2007, by the plaintiff Voacolo Electric, Inc. ("Plaintiff") and defendant Township of Willingboro ("Defendant").

1. RELEASE. Both Plaintiff and Defendant (collectively, the "Parties") release and give up any and all claims and rights which each party may have against the other, including all claims for attorney's fees and expenses. This releases all claims or causes of action that have been, or may be, asserted against either Plaintiff or Defendant resulting from anything which has happened up to and including the date of this Release. The Parties specifically release all claims or causes of action that have been or could have been asserted in a certain action filed in the Superior Court of New Jersey, Burlington County, Law Division, entitled Voacolo Electric Inc. v. Township of Willingboro, Docket No. L-003396-06 (the "Lawsuit").

2. CONSIDERATION. In consideration for making this Release and entering into this Release and Settlement Agreement, the parties agree to the following:

(a) Defendant will provide payment to Plaintiff in the amount of \$4,714.00 upon Plaintiff's execution of this Agreement.

(b) Plaintiff will return to the Willingboro Public Library at a mutually-agreeable time to perform a diagnosis of problems identified by Plaintiff at no charge to Defendant.

(c) Plaintiff will perform all repairs requiring one half-hour or less at no charge to Defendant.

(d) If a problem will require more than one half-hour to repair, Plaintiff will provide Defendant with notice of the estimated cost for the repair. The Defendant will

confirm whether it accepts or declines Plaintiff's estimated bill. Plaintiff will have no further obligation as to items for which Defendant has declined Plaintiff's estimated bill.

(e) Any materials or equipment required to complete any repairs under this Agreement will be paid for by Defendant.

(f) Plaintiff agrees to provide a final training session to Defendant free of charge on the date that Plaintiff returns to Willingboro Public Library.

(g) Plaintiff agrees to provide Defendant with fifty (50) additional access cards at no charge.

(h) Upon Plaintiff's return to the Willingboro Public Library, and its satisfaction of its obligations set forth above in subparagraphs (b), (c) and (f), Defendant will on that date remit to Plaintiff a payment of \$4,714.00.

(i) Plaintiff will thereafter submit to Defendant any bills for time and/or materials contemplated by this Agreement, as well as any estimated bills pursuant to subparagraph (d).

3. STIPULATION OF DISMISSAL. Counsel for the respective parties shall execute all necessary documents to dismiss the Lawsuit with prejudice.

4. ADVICE OF COUNSEL. The Parties each acknowledge that they had the benefit of advice of competent legal counsel with respect to the decision to enter into this Release and the settlement provided for herein.

5. ENTIRE AGREEMENT. This Release and Settlement Agreement contains all representations and warranties, expressed and implied, oral and written, between and among the Parties hereto, and the entire understanding and agreement between and among the parties with respect to the subject matter hereof. No other agreements, covenants, representations or

warranties, expressed or implied, oral or written, have been made by any Party with respect to any subject matters of this Release.

6. WHO IS BOUND. The Plaintiff, Defendant and anyone who succeeds to their respective interests are bound by this Release.

7. FINDINGS AND ADMISSIONS OF LIABILITY. Nothing contained in this Release and Settlement Agreement shall be construed as an admission by the Parties of any wrongdoing or liability for anything that has occurred to date. This Agreement shall not be offered, used or considered as evidence in any proceeding except to the extent necessary to enforce its terms in the Lawsuit.

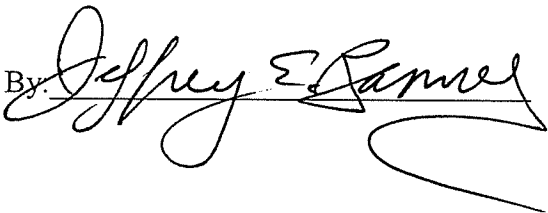
8. GOVERNING LAW. This Release and Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers or representatives hereby agree to all of the foregoing terms and conditions and have executed this Agreement on the date first written above.

VOACOLO ELECTRIC, INC.

By: _____

TOWNSHIP OF WILLINGBORO

By:  _____



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

April 12, 2007

Jason D. Attwood, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, LLP
Glenpointe Center West
500 Frank W. Burr Boulevard
Teaneck, New Jersey 07666

Dear Mr. Attwood:

Attached for your information is a certified copy of Resolution No. 2007 – 57, which was adopted by Willingboro Township Council at their meeting of March 27, 2007. Also attached you will find two copies of the agreement which have been signed by Mayor Ramsey.

It would be appreciated if you would sign and return one copy of the agreement so that our records will be complete.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

cc: Joseph Jacobs, Esq.
Michael Armstrong, Esq.

(no subject)

Subject: (no subject)
From: JJacobs218@aol.com
Date: Thu, 5 Apr 2007 21:23:16 EDT
To: marie_annese@willingborotwp.org
CC: chb@armstronglawfirm.com, maa@armstronglawfirm.com

Marie I need the signed settlement agreement regarding the Library sent to the attorney below.
Thank you for your help.

Joe Jacobs

Jason D. Attwood, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, LLP.
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
Direct dial: 201-907-5230
Facsimile: 201-928-0588

E-mail: JAttwood@decotiislaw.com

Joe Jacobs
4/3/07

See what's free at AOL.com.

Subject: FW: Voacolo v. Willingboro

From: "Michael A. Armstrong" <maa@armstronglawfirm.com>

Date: Thu, 5 Apr 2007 16:04:18 -0400

To: "Marie" <Marie_Annese@willingborotwp.org>

CC: "c bowie" <chb@armstronglawfirm.com>

Marie,

Here is the Settlement Agreement Joe emailed me. By copy of this email, I am asking Cristal to prepare a resolution accepting this settlement in addition to the Village Mall one we will provide.

From: JJacobs218@aol.com [mailto:JJacobs218@aol.com]
Sent: Monday, March 19, 2007 11:39 AM
To: m armstrong
Subject: Fwd: Voacolo v. Willingboro

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com.

Subject: Fwd: Voacolo v. Willingboro
From: <JJacobs218@aol.com>
Date: Wed, 21 Feb 2007 14:48:53 -0400
To: <cking@willingboro.org>, <Kentehuti@aol.com>

Attached is the proposed settlement agreement. As our lawyer indicates the other side should be in the process of signing the document. I will call our lawyer and find out the status and update you. Also, I will advise how we implement said settlement.

Joe Jacobs

Check out free AOL. Most comprehensive set of free safety and security tools, millions of free high-quality videos from across the web, free AOL Mail and much more.

Subject: Voacolo v. Willingboro
From: "Jason D. Attwood" <JAttwood@decotiislaw.com>
Date: Thu, 15 Feb 2007 11:19:46 -0400
To: <JJacobs218@aol.com>

Joe - The plaintiff has agreed to the settlement agreement and should be providing an executed version in the next couple days. A copy of the agreement with some minor revisions is attached. We will need to provide payment of the initial \$4,714 shortly. We also need to determine whether we want Voacolo's return to the library to be scheduled through the attorneys or if it makes more sense for the parties to

Subject: RE: Library Bd. Settlement

From: "m armstrong" <maa@armstronglawfirm.com>

Date: Thu, 5 Apr 2007 16:33:00 -0400

To: "c bowie" <chb@armstronglawfirm.com>, <jjacobs218@aol.com>, "Marie" <Marie_Annese@willingborotwp.org>

Cristal,

Its in the attachment/Release I sent to Marie and copied to you.

Michael A. Armstrong, Esq.

This email is privileged/confidential and directed to the intended recipient only.

-----Original Message-----

From: "c bowie" <chb@armstronglawfirm.com>

Subj: RE: Library Bd. Settlement

Date: Thu Apr 5, 2007 4:21 pm

Size: 1K

To: "m armstrong" <maa@armstronglawfirm.com>; "jjacobs218@aol.com" <jjacobs218@aol.com>; "Marie" <Marie_Annese@willingborotwp.org>

Please advise the caption and if any litigation has been filed, what venue.

-----Original Message-----

From: m armstrong

Sent: Thursday, April 05, 2007 2:54 PM

To: c bowie

Cc: jjacobs218@aol.com; Jeffrey Ramsey

Subject: Fwd: Library Bd. Settlement

Cristal,

Please see the email below. If this doesn't get taken care of before I leave, please contact Marie and make sure that the attorney representing the library at DeCotis Fitzpatrick gets the sign settlement agreement ASAP. Joe will be on vacation next week too, but he can be reached on his cell at 609-335-5550 if you have any questions.

Michael A. Armstrong, Esq.

This email is privileged/confidential and directed to the intended recipient only.

-----Original Message-----

From: maa@armstronglawfirm.com

Subj: Library Bd. Settlement

Date: Thu Apr 5, 2007 2:31 pm

Size: 285 bytes

To: "Marie Annese" <Marie_Annese@willingborotwp.org>

cc: jjacobs218@aol.com

Marie,

Did the Mayor sign the library settlement agreement? Can you fax a copy of it only to Joe Jacobs and I ASAP. I will email the resolution approving same later today.

Michael A. Armstrong, Esq.

This email is privileged/confidential and directed to the intended recipient only.

.

communicate directly. Jason

<<iManage_658277_1 (4).DOC>>

Jason D. Attwood, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, LLP.
Glenpointe Centre West
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
Direct dial: 201-907-5230
Facsimile: 201-928-0588

E-mail: JAttwood@decotiislaw.com

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Voacolo v. Willingboro.eml	Content-Type: message/rfc822 Content-Encoding: 7bit
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iManage_658277_1 (4).DOC	Content-Type: application/msword Content-Encoding: base64
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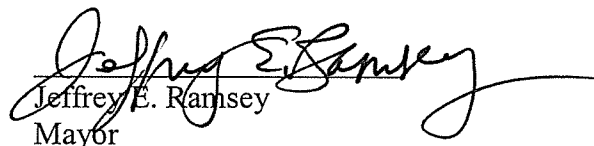
RESOLUTION NO. 2007 - 58

**A RESOLUTION AUTHORIZING THE TAX COLLECTOR
TO WRITE OFF TAXES**

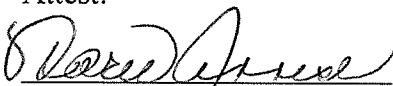
WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of various tax overpayments for various reasons and these balances cannot be refunded at this time but may be refundable at a later date;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of April, 2007, that the taxes listed on the attached schedule and made a part hereto be cancelled and can be refunded at a later date; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Tax Collector for her information, attention and compliance.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

04/03/07
11:08:37

TOWNSHIP OF WILLINGBORO
Condensed Tax Account Overpayment Report

Page No: 1

Range: Block: First to Last Property Class Range: First to Last Balance Threshold: 0.00
Lot: Bill Year Range: 2005 to 2005 Include Prior Yr/Prd In Balance: Y
Qual: Bill Period Range: 1 to 4 Print Name/Prop Loc: Prop Loc
As Of Date: 04/03/07

Block	Lot	Qual Class	Prop Loc	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
109.	27.	2	51 SHETLAND LANE	0.00	3,044.98 0.00	3,342.83 46.82	297.85-
109.	35.	2	19 SHETLAND LANE	0.00	3,198.84 250.00-	3,073.84 2.33	125.00-
119.	25.	2	59 SOMERSET DRIVE	0.00	3,058.09 0.00	3,175.95 0.00	117.86-
122.	3.	2	26 STONEHAVEN LANE	0.00	2,948.84 2,002.90	5,122.32 0.00	170.58-
128.	23.	2	15 SANDSTONE LANE	0.00	3,044.98 0.00	3,847.13 0.00	802.15-
136.	10.	2	42 SPIRALWOOD LANE	0.00	3,473.24 1,416.81	5,712.14 0.00	822.09-
216.	16.	2	10 BOSWORTH LANE	0.00	4,592.87 860.82	6,316.83 0.00	863.14-
236.	5.	2	18 BABCOCK LANE	0.00	3,465.41 0.00	4,288.74 0.00	823.33-
243.	36.	2	21 BELMONT LANE	0.00	3,697.02 0.00	3,774.42 3.53	77.40-
245.	16.	2	43 BARKER LANE	0.00	3,867.45 1,781.31	5,959.94 9.19	311.18-
314.	6.	2	22 PRINCETON LANE	0.00	3,670.80 34.96	3,731.98 0.00	26.22-
409.	2.	2	146 COUNTRY CLUB ROAD	0.00	5,899.50 218.50	6,161.70 0.00	43.70-
521.	32.	2	29 MARBORO LANE	0.00	3,525.68 869.35	4,749.38 10.55	354.35-
537.	24.	2	82 MEDFORD LANE	0.00	3,491.63 1,508.57	5,171.31 99.79	171.11-
541.	31.	15F	67 MELBOURNE LANE	378.85-	0.00 0.00	0.00 0.00	378.85-
635.	7.	2	26 HANOVER LANE	0.00	3,557.18 0.00	4,490.63 0.00	933.45-
638.	10.	2	46 HOLLIS LANE	0.00	4,348.15 1,084.30	7,555.29 0.00	2,122.84-
644.	6.	2	38 HAMPTON LANE	0.00	4,094.69 0.00	5,169.19 0.00	1,074.50-
703.	61.	2	100 GAINSCOTT LANE	0.00	4,518.58 0.00	5,704.32 0.00	1,185.74-
708.	38.	2	47 GAMEWELL LANE	0.00	4,396.22 0.00	5,146.22 11.28	750.00-
709.	24.	2	17 GLOBE LANE	0.00	4,400.59 724.46	6,170.57 12.32	1,045.52-
720.	44.	2	27 GENESEE LANE	0.00	3,512.57 0.00	3,669.15 0.00	156.58-
731.	19.	2	157 GENESEE LANE	0.00	4,391.85 0.00	5,544.33 0.00	1,152.48-

TOWNSHIP OF WILLINGBORO
Condensed Tax Account Overpayment Report

Block	Lot	Qual Class	Prop Loc	Prior Yr/Prd Bal	Original Billed Adjustments	Pay Prin Pay Int	Balance
737.	14.	2	33 GLOVER LANE	0.00	4,758.93 0.00	6,007.74 0.00	1,248.81-
820.	5.	2	7 ENDWELL COURT	0.00	4,544.80 0.00	5,619.39 0.00	1,074.59-
829.	9.	2	72 EASTERN LANE	0.00	3,749.46 588.09	5,321.46 0.00	983.91-
830.	3.	2	7 EAGEN LANE	0.00	4,623.46 289.78	6,011.71 0.00	1,098.47-
901.	190.	2	126 ROCKLAND DRIVE	0.00	3,128.92 187.51	3,455.69 2.61	139.26-
902.	8.	2	43 RITTENHOUSE DRIVE	0.00	3,128.92 0.00	3,872.31 0.00	743.39-
904.	34.	2	21 RIDGEWOOD PLACE	0.00	2,244.36 272.74	3,112.26 0.00	595.16-
1003.	107.	2	13 NOBLEWOOD PLACE	0.00	3,849.97 0.00	4,860.26 0.00	1,010.29-
1009.	7.	2	21 NEPTUNE LANE	0.00	5,244.00 0.00	6,489.90 0.00	1,245.90-
1011.	2.	2	5 NEWPORT LANE	0.00	4,453.03 750.02	6,261.03 0.00	1,057.98-
1110.	48.	2	20 TENNYSON LANE	0.00	5,200.30 0.00	6,435.82 0.00	1,235.52-
1131.	9.	2	10 TILLMAN PLACE	0.00	4,544.80 0.00	5,624.58 0.00	1,079.78-

04/03/07
11:08:37

TOWNSHIP OF WILLINGBORO
Condensed Tax Account Overpayment Report

Page No: 3

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	31,662.58	31,662.50	35,172.55	35,172.48	133,670.11
Added/Omitted	0.00	0.00	0.00	10,103.68	10,103.68
Other Billing	0.00	0.00	28.86-	125.00-	153.86-
Balance Adjustments (Prin)	1,033.05	981.82-	2,339.07	0.00	2,390.30
Payments (Prin)	33,656.98	41,930.12	45,200.85	50,162.41	170,950.36
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	0.00	0.00	0.00	0.00	0.00
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnlt)	961.35-	11,249.44-	7,718.09-	5,011.25-	24,940.13-
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
Total Balance (Prin + Pnlt)	961.35-	11,249.44-	7,718.09-	5,011.25-	24,940.13-
Payments (Intr)	112.24	35.91	14.38	35.89	198.42
NSF (Intr)	0.00	0.00	0.00	0.00	0.00
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00

Prior Yr/Prd Balance:

378.85-

Current Balance:

24,940.13-

Total Balance:

25,318.98-

- 378.85 - 541.31
24940.13

2005 DEDUCTIONS

Number of Accts:

35

Land Value:

626,100

Improvement Value:

2,790,200

Limited Exemptions:

13,200

Net Taxable Value:

3,403,100

Senior Citizen

1

Disabled Person

0

Surviving Spouse

0

Veteran

6

Widow of Veteran

2

RESOLUTION NO. 2007 - 59
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

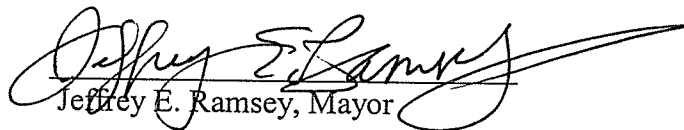
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 4/3, 2007, that an Executive Session closed to the public shall be held on 4/3, 2007, at 7:15 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


Jeffrey E. Ramsey, Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote

Councilman Ayer
Councilman Campbell
Councilman Stephenson
Deputy Mayor Jennings
Mayor Ramsey

Yes No Abstain Absent

ARRIVED 7:45pm

First, the Appellate Division upheld COAH's growth share approach to round three obligations. However, the Appellate Division faulted COAH for reducing the statewide need figures by roughly 60,000 units based upon the concept that housing not affordable to low and moderate households would depreciate in value and "filter down" to low and moderate households. The Appellate Division set COAH to the task of gathering reliable information and recalculating filtering based upon the more reliable data and based upon specific principles that an academic from the Brookings Institute had identified. The Appellate Division gave COAH six months to address this problem. As a result, COAH will either have to recalculate growth share responsibilities based upon new statewide need figures or it will have to abandon growth share altogether and come up with a new way to calculate round three responsibilities. If COAH stays with the growth share approach, this may very well lead to a change of the current formulas of one affordable unit for every eight market units and one affordable units for every 25 jobs. The four affordable units we would get from this proposed project, while close to the one in eight formula outlined in the current Cycle III rules, will probably fall further short of the obligation that the project would generate under any new approach to growth share.

Second, the Appellate Division invalidated N.J.A.C. 5:94-4.4, the regulation upon which over a hundred growth share ordinances are based, because the regulation does not require a municipality to give a density bonus or other compensatory benefit in exchange for requiring developers to provide affordable housing. COAH has appealed the ruling that there must be a compensatory benefit. COAH also has moved before the Appellate Division for a stay of its ruling that growth share ordinances must offer a density bonus. To date, we do not know the respect of either Court to these applications.

In view of the above, we are in a time of great uncertainty.

Events Culminating In Developer's Proposal

Before setting forth the developer's current proposal, I wanted to provide some background. After we had already drafted an agreement and sent it on to the developer for comment, we had additional conversations with Don Cofsky, George Stevenson, and Uri Taenzer. These conversations revealed how this project first came into being.

In 2003, the Rose Street property (Lot 14, Block 11.01) became part of the Township's Redevelopment Zone. The lot was zoned B-1 ("Primary Business"), which allowed for the development of a multi-family senior housing facility at a density of up to 30 dwelling units per acre, with building heights reaching a potentially five stories. The lot was surrounded on three sides by the R1-A Restricted Residential Zone.

On August 9, 2004, the Willingboro Planning Board put together a resolution recommending that the R-1A be extended to encompass Lot 14, Block 11.01 and that the R-1A zoning ordinance be amended to permit Senior Citizen Housing in the zone. This resolution was not adopted, nor was Lot 14, Block 11.01 rezoned from B-1 to R-1A.

Shortly thereafter, KC Builders & Developers, LLC approached the Township with a project to develop the Rose Street site and build 46 age restricted units. On April

11, 2005, KC Builders submitted an amended "Concept Plan" to the Planning Board at a public meeting which reduced the proposed number of units on the Rose Street site down to 38.

The Planning Board decided that in order to facilitate this project, it would be better to amend the Redevelopment Zone Ordinance, rather than rezone the property from B-1 to R-1A; and on May 23, 2005, it adopted a resolution recommending just that. (Resolution No. 2005-6.) The resolution breaks down what terms should be included in the amendment, including limiting the maximum density for development to 6 units per acre; and it also provides a warning that "a far greater density of up to 30 dwelling units per acre is currently permitted in the B-1 district" and that such intensive development "would not be in the public interest considering the traffic problems and other issues which such development would pose."

Following up on what was outlined in the May 23, 2005 resolution, George Stevenson prepared a Fifth Amendment to Willingboro's Route 130 Redevelopment Plan, which was reviewed by the Planning Board on August 8, 2005. The purpose of the Redevelopment Plan Amendment was to conditionally permit "up to 38" age-restricted fee-simple twin Senior Citizen Housing units to be built on the site. Minimum bulk and area requirements were set, the developer was required to provide an appropriate outdoor recreation area for development residents, and the developer was also required to comply with an on-site storm water management plan recently adopted by the Township. In addition, the developer was required to provide affordable housing pursuant to the Township's COAH obligations and COAH regulations at that time of at least one residential unit for every 8 units constructed. The Redevelopment Plan also limited the maximum density for development of the Rose Street site to 6 units per acre. (This language creates a conflict with another portion of the Plan which states that "up to 38 units" can be developed on the site.) Since the site is only 5.8 acres, it would yield only 35 units under the 6 units per acre scheme.

On September 12, 2005, the Planning Board adopted a resolution which recommended that the Township Council adopt the Fifth Amendment to the Redevelopment Plan which had been prepared by Mr. Stevenson. (Resolution No. 2005-15.) Unfortunately, according to the Township Clerk, the Fifth Amendment was never adopted by the Township Council. The subject property is still therefore zoned B-1, which could allow for a senior citizen housing project of up to 30 units per acre, with buildings up to five stories in height.

The Proposed New Agreement

KC Builders & Developers, LLC is currently interested in producing 38 (and no less than 38) units on the Rose Street site. The units will no longer be restricted senior units. The developer wishes to have the Township increase the site density to 6.5 units per acre. This would yield 37.7 units, which would be rounded up to 38 units. In order to facilitate this project, it appears that the subject property would have to be rezoned to allow for regular market rate units, instead of senior units, to be constructed. In addition, the maximum development density would have to be set at 6.5 units per acre.

George Stevenson has indicated that increasing the site density to 6.5 units per acre to allow for the construction of 38 units is achievable. Mr. Stevenson noted that around 20% (1.16 acres) of the 5.8 acre site could be lost to infrastructure, which would leave 4.64 acres to be subdivided. This would yield parcels which would average 5,318 square feet. (Actual lot size would be dependant on the size of the stormwater management basin that the developer would have to provide.) Mr. Stevenson has also pointed out that the units should be single family attached units and that final site design would have to comply with New Jersey Residential Site Improvement Standards (RSIS).

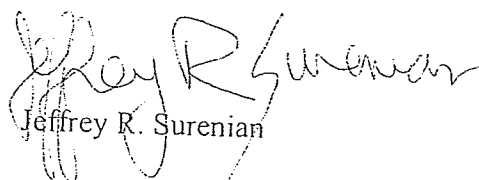
The developer has proposed to reserve four of the units for low and moderate income households. (This is less than an 11.11% set aside.) The developer wants to make the units "for sale," but the Agreement has been drafted so that the developer has the option to do either "for sale" or "rental," on the chance that we can convince the developer to make the units "rental" so that we can receive bonus credits.

Recommendation

In light of the above, we may be better off just taking the deal on the table—even though the affordable units are not family rental and even though the project is likely to generate a growth share obligation greater than four units. After all, we are entitled to no units if the Appellate Division decision stands because there was no compensatory benefit. Also, the property is still located in the B-1 zone. Consequently, there is exposure to a possible development of up to 30 units per acre which would be completely unacceptable.

The contract purchaser and owner have both pressed for a resolution and we have not responded until such time as we brought you up to speed and received direction.

Very truly yours,


Jeffrey R. Surenian

Cc: Michael A. Armstrong, Esq.

**DEVELOPER'S AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO AND KC BUILDERS**

THIS AGREEMENT entered into this 15th day of FEB, 2007 between the Township of Willingboro, a municipal corporation, in the County of Burlington, State of New Jersey, having its office at 1 Salem Road, Willingboro, NJ 08046 (hereinafter "Township" or "Willingboro") and KC Builders & Developers, LLC, having an office at 1301 N. Kings Highway, Cherry Hill, NJ 08034 (hereinafter "KC Builders" or "Developer").

WHEREAS, Southern Burlington County N.A.A.C.P. v. Tp. of Mount Laurel, 67 N.J. 151 (1975), cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975) ("Mount Laurel I") and Southern Burlington County NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") require municipalities to refrain from using their zoning powers to economically discriminate against the poor; and

WHEREAS, the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., the regulations adopted by the Council On Affordable Housing (hereinafter "COAH"), and other applicable laws require all New Jersey municipalities to create a realistic opportunity for the provision of low and moderate income housing (hereinafter "affordable housing"); and

WHEREAS, it has been determined that, despite the fact that the Township is comprised of a high percentage of low and moderate income households, the Township must address technical shortfall in its affordable housing obligation, meaning the Township must provide a realistic opportunity for the creation of a certain number of units affordable to low and moderate income households and conforming to the regulations of COAH; and

WHEREAS, the Township has retained its professionals to conduct a crediting analysis to determine (1) the Township's "Fair Share;" (2) the total number of affordable housing credits available to the Township; and (3) the total shortfall to which the Township must address; and

WHEREAS, the Township's professionals also conducted an analysis of the number of additional credits to which the Township would be entitled for the creation of affordable rental housing within the Township; and

WHEREAS, to address part of this technical shortfall, the Township and KC Builders have conducted several discussions with regard to the development of a site known as 36 Rose Street, Block 11.01, Lot 14 on the Tax Map of the Township of Willingboro, which contemplates the construction of thirty eight ("38") market units, four ("4") of which will be affordable to certified low and moderate income households; and

WHEREAS, the Township and KC Builders have reached a mutually-beneficial agreement which will satisfy part of the Township's affordable housing obligation; and

WHEREAS, the parties have negotiated in good faith and have committed to continue to collaborate to assure that this beneficial project will actually be developed; and

WHEREAS, The Township has also committed to assist KC Builders to the extent possible in securing any and all variances or other permits necessary to commence construction of the proposed inclusionary project; and

WHEREAS, KC Builders will assure that the affordable units comply with all applicable regulations of COAH including but not limited to those regulations concerning pricing, bedroom mix, low/moderate income split, affirmative marketing, and all other applicable COAH and HMFA regulations; and

WHEREAS, the parties agree that, although each will receive a benefit from the fruition of this project, it is the interests of the poor that are paramount in any matter involving the provision of affordable housing; and

WHEREAS, KC Builders will commence construction of the project within a reasonable amount of time from the signing of this agreement; and

WHEREAS, the Township will increase the density from 6 units per acre to 6.5 units per acre so that the subject property will be appropriate for 38 units; since the 6 units per acre maximum contemplated by the Planning Board in an official resolution will only yield 35 units total; and

WHEREAS, the subject property is "suitable" as that term is defined in COAH's regulations; and

WHEREAS, the parties have developed a Project Plan for the proposed inclusionary development, attached hereto as Exhibit A; and

NOW, THEREFORE, be it agreed as follows:

I. Purpose of Agreement

The purpose of this agreement is to create a realistic opportunity, as expediently as practicable, for the construction of thirty eight ("38") market units, four ("4") of which will be constructed as affordable to low and moderate income households.

II. Obligations of the Township

1. The Township shall allow Developer to develop the subject property in the manner it has been previously approved.

2. The Township will increase the density of the subject property from 6 units per acre to 6.5 units per acre so that the site will be appropriate for 38 total units.

III. Obligations of Developer

1. Developer shall take all necessary steps to provide and maintain the creditworthiness of the four ("4") affordable units and the rental bonuses contemplated by this agreement against any present or future Mount Laurel obligation. Accordingly, Developer shall comply with the Township's Zoning Ordinance as well as any amendments or supplements to the Ordinance that may be necessary or desirable to ensure that Willingboro complies with applicable Mount Laurel requirements.

2. Developer agrees to cause record deed restrictions on all four ("4") units in conformance with all relevant COAH regulations and the Uniform Housing Affordability Controls set forth at N.J.A.C. 5:80-26 et. seq. Said controls on affordability shall be in effect for a period not less than 30 years.

3. Developer agrees to either lease or sell the four affordable units in accordance with all applicable COAH standards and other relevant laws.

4. Developer agrees to bear all expenses the Township may reasonably incur in retaining an administrator to deed restrict the four affordable units and maintaining the deed restrictions on the four units. In the event the Township has not identified and appointed an administrator at the point that Developer secures Certificate of Occupancy for the four affordable, rental or for sale units, Developer shall select an administrator acceptable to the court and bear all costs associated with the administration of the deed restrictions on the four affordable units including, but not limited to deed restricting the units in the first instance, affirmatively marketing the units, re-renting or re-selling the units and any other such administrative tasks as may be necessary to ensure that the Township is entitled to credit for the four units and that the units are counted against the Township's rental responsibilities.

5. In addition, Developer agrees to maintain the aesthetics of the four ("4") units in keeping, with the balance of the project.

6 Developer agrees that none of the affordable units will be age-restricted.

IV. General Conditions

1. In the event that either party fails to perform any of the duties addressed in this Agreement, the parties shall have a right to make application with the Court to void the agreement and to seek any relief available in law or equity.

2. Any Planning Board or Township Council approval shall be subject to full compliance with this Agreement as an essential and nonseverable condition of the approval.

3. Nothing in this agreement shall restrict Developer from utilizing its right to review or appeal any decisions of the Township or its land use boards relevant to this project.

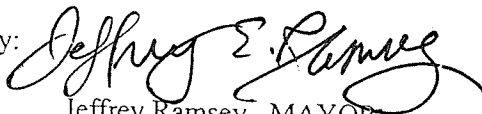
4. The parties shall continue to exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement.

6. The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the subject property which is the subject of this Agreement. This Agreement may be enforced by any of the parties, and their successors and assigns, as herein set forth. Developer shall record this agreement within 14 days from the execution hereof.

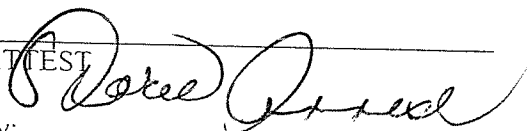
7. This Agreement has been fully negotiated, reviewed and drafted by all parties hereto and their respective attorneys. Accordingly, the common law presumption of resolving ambiguities against the drafter shall not apply.

The terms of this agreement shall be binding upon the parties, their successors and/or assigns.

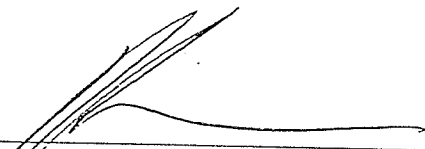
TOWNSHIP OF WILLINGBORO

by: 
Jeffrey Ramsey, MAYOR

ATTEST

by: 
MARIE ANNESE, CLERK

KC BUILDERS & DEVELOPERS, LLC

by: 
ATTEST
PRESIDENT Kevin Wallace

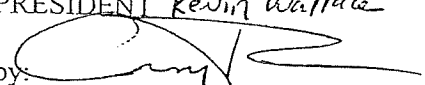
by: 
CORY ROWNER, SECRETARY



EXHIBIT A

DEVELOPMENT PROPOSAL

Transaction Report

Broadcast

Transaction(s) completed

No.	TX	Date/Time	Destination	Duration	P. #	Result	Mode
375	MAR-23	14:42	6098350782	0°01'37"	010	OK	N ECM
		14:44	6098777755	0°04'05"	010	OK	Normal

JEFFREY R. SURENIAN and ASSOCIATES, LLC

2052 Route 35

Suite 201

Wall Twp., NJ 07719

732-449-8811

732-449-8822 (fax)

Jeffrey R. Surenian, Esq.
jrs@surenian.comMichael A. Jedziniak, Esq.
maj@surenian.comErik Nolan
en@surenian.comFAX TRANSMITTAL SHEET

Date and Time	March 23, 2007
File Name	Willingboro
Sent to	Mayor Jeffrey E. Ramsey and Members of the Township Council of Willingboro Fax #: 609-835-0782 Michael A. Armstrong, Esq. Fax #: (609) 877-7755
From	Jeffrey Surenian, Esq.
Total Number of Pages	10

RESOLUTION NO. 2007 - 61
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING PROFESSIONAL SERVICE CONTRACT WITH PMK
GROUP CONSULTING AND ENVIRONMENTAL ENGINEERS

WHEREAS, the NJ Department of Environmental Protection set forth the requirements necessary to comply with regulations implementing the Underground Storage of Hazardous Substances Act pursuant to N.J.A.C. 7:14B and Technical Requirements for Site Remediation pursuant to N.J.A.C. 7:26E; and

WHEREAS, , the NJDEP specifically requires the Township to undertake additional Remedial Investigation relative to former Underground Storage Tanks at the Willingboro Municipal Complex to satisfy these NJDEP requirements set forth in correspondence to the Township of May 15, 2000 and June 14, 2004;

WHEREAS, the Township Council of the Township of Willingboro has found it to be in the best interest of the Township to accept PMK Group's proposal for Remedial Investigation and environmental consulting services to comply with the NJDEP requirements for further remedial investigation at a cost not to exceed \$70,000.00; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

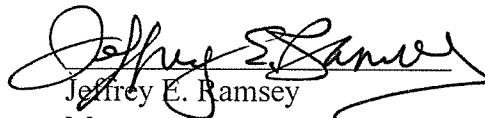
WHEREAS, this contract is awarded without competitive bidding as professional services in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by persons authorized by law to practice a recognized and licensed profession;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of April, 2007, that the Mayor and Clerk are hereby authorized and directed to execute an agreement with PMK Group to provide Remedial Investigation and Environmental consulting Services for the Willingboro Municipal Complex, pursuant to PMK Group Proposal #046293;

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to PMK Group for its information and attention; and that a notice of this action shall be printed once in the Burlington County Times.

Attest:


Marie Annese, RMC Township Clerk


Jeffrey E. Ramsey
Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayler	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
Mayor Ramsey	<input checked="" type="checkbox"/>			

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

PAUL L. HARRIS
Email: plh@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP
Email: dem@armstronglawfirm.com



+ MEMBER NJ & NY BARS

March 29, 2007

Joanne Diggs, Township Manager
Township of Willingboro
Municipal Complex
Willingboro, NJ 08046

**RE: Township of Willingboro Municipal Complex
NJDEP Case # 98-09-02-1154-39
PMK Group Proposal #046293**

Dear Ms. Diggs:

Please find enclosed the PMK with revised "General Conditions" that we have agreed to in its contracts with the Township. I understand that the proposal is to be executed and it makes reference to the General conditions. A resolution authorizing the mayor to execute the contract is also provided. Township Engineer Wendell Bibbs is familiar with the background for this agreement.

Very truly yours,

A handwritten signature in cursive script that reads "Cristal Holmes-Bowie".

Cristal Holmes-Bowie

Enclosure
CHB:

cc: Michael A. Armstrong, Solicitor
Wendell Bibbs, Township Engineer



Facsimile Cover Sheet

To:	MARIE
Company:	
Phone:	
Fax:	
From:	USA Sauer
Company:	PMK Group
Address:	10 Lake Center, Ste. 101 401 Rt. 73 N., Marlton, NJ 08053
Phone:	(856) 596-8871
Fax:	(856) 596-4308
Date:	8-9-07
Pages Including this cover page:	

Comments:

Let me know if you
need anything else. (D)

CONFIDENTIALITY NOTE:

The documents accompanying this fax transmission contain confidential information from **PMK Group, Inc.** The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution of, or taking of any action in reliance on the contents is strictly prohibited. The documents should be returned to **PMK** immediately. If you have received this fax in error, please call us at 856-596-8871.

SECTION I - STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME: PMS GROUP, INC.	TRADE NAME: PMS GROUP, INC.
TAXPAYER IDENTIFICATION: 22-881-729/001	SEQUENCE NUMBER: 0077310
ADDRESS: 65 JACKSON DR. CRANFORD, NJ 07016	ISSUANCE DATE: 08/16/04
EFFECTIVE DATE: 03/03/89	Director <i>[Signature]</i>
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

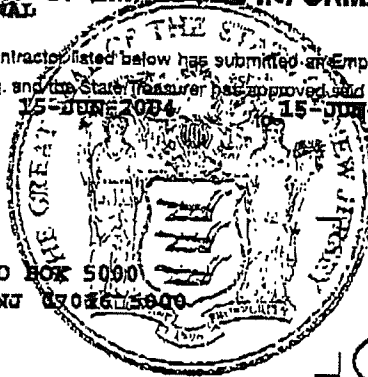
SECTION J - CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 4809

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUNE-2004 to 15-JUNE-2007

PMK GROUP, INC.
65 JACKSON DRIVE, PO BOX 5000
CRANFORD NJ 07016-5000

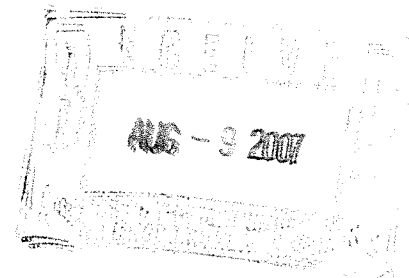


A handwritten signature in dark ink, appearing to read "John P. Lemas", positioned over the State Treasurer's title.

State Treasurer



SERVICE ■ SOLUTIONS ■ SATISFACTION



August 7, 2007

Township of Willingboro
One Salem Road
Willingboro, NJ 08046

ATTN: MARIA ANNESE
TOWNSHIP CLERK

RE: PAY TO PLAY DISCLOSURE FORM

Dear Ms. Annese:

Enclosed you will find our Political Contribution and Business Entity Disclosure Certification form that had been requested. If you require any additional information do not hesitate to contact me.

Sincerely,

PMK GROUP, INC.

Philip Angarone
Director of Marketing

W W W . P M K G R O U P . C O M

PMK GROUP, INC. CORPORATE OFFICE

65 Jackson Drive, P.O. Box 5000
Cranford, NJ 07016

T 908.497.8900 | F 908.497.9134

1415 Wyckoff Road, Suite 206
Farmingdale, NJ 07727
T 732.751.0799 | F 732.751.9592

Lake Center Executive Park, 401 Route. 73 N
Bldg. 10, Suite 101, Marlton, NJ 08053
T 856.596.8871 | F 856.596.4308

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

James E. Ayer	
Eddie Campbell, Jr.	
Jacqueline Jennings	
Paul L. Stephenson	
Jeffrey E. Ramsey	
Willingboro Democratic Township Committee	

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

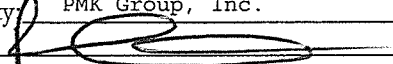
- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
James Ferris	201 Navajo Court, Morganville, NJ 07751
Gerald J. Perricone	166 Meadow Lane, Secaucus, NJ 07094
James Johnston	25 Ireland Brook Drive, North Brunswick, NJ 08902
Robert M. Gerard	1444 Dorsett Drive, Wall NJ 07719

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: PMK Group, Inc.

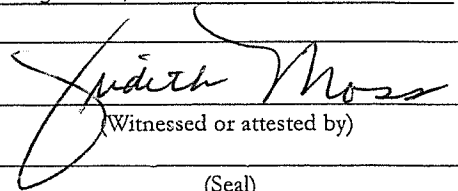
Signature of Affiant:  Title: Director of Marketing

Printed Name of Affiant: Philip Angarone Date: August 7, 2007

Subscribed and sworn before me this 7 day of
August, 2007

My Commission expires:

JUDITH MOSS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/27/2010


(Witnessed or attested by)
(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	PMK Group		
Address:	65 Jackson Drive, Suite 500		
City:	Cranford	State:	NJ
		Zip:	07016

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Philip Angarone
Printed Name

Director of Marketing
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☒ Check here if the information is continued on subsequent page(s)

COMMITTEE TO RE-ELECT FREEHOLDEERS BARTL	7/11/06	2,600.00	PMK Group Inc.
COMMITTEE TO ELECT FONTANA & CIATARELLI	7/11/06	1,850.00	PMK Group Inc.
COMMITTEE TO ELECT MAGAZZU & RILEY FOR FREEHOLDER	7/19/06	1,000.00	PMK Group Inc.
COMMITTEE TO ELECT FONTANA & CIATARELLI	7/19/06	400.00	PMK Group Inc.
UNION CITY FIRST	7/19/06	1,000.00	PMK Group Inc.
DRESSLER FOR SURROGATE	7/26/06	2,600.00	PMK Group Inc.
IMPACT PAC	7/26/06	2,500.00	PMK Group Inc.
MCNERNEY FOR COUNTY EXECUTIVE	7/26/06	2,600.00	PMK Group Inc.
VICTORY 2006	7/26/06	5,200.00	PMK Group Inc.
ELECTION FUND OF JOSEPH CRYAN	7/31/06	1,700.00	PMK Group Inc.
OCEAN COUNTY MAYORS' ASSOCIATION	7/31/06	750.00	PMK Group Inc.
UNITED PASSAIC COUNTY PAC	7/31/06	500.00	PMK Group Inc.
VICTORY FOR COLLINGSWOOD	8/16/06	340.00	PMK Group Inc.
ELIZABETH DEMOCRATIC COMMITTEE	8/23/06	1,100.00	PMK Group Inc.
HUDSON COUNTY GREEN FUND	8/23/06	1,500.00	PMK Group Inc.
CAMPAIGN 2006-THE COMMITTEE TO ELECT SCAN	8/31/06	2,000.00	PMK Group Inc.
BOOKER TEAM RUN OFF ELECTION	9/13/06	11,250.00	PMK Group Inc.
EFO NASH, RIPA, GRECO FOR FREEHOLDER	9/13/06	1,000.00	PMK Group Inc.
FRIENDS OF MAYOR JIM CAHILL	9/13/06	1,000.00	PMK Group Inc.
UNION TOWNSHIP CHAMBER OF COMMERCE	9/13/06	1,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT JOHN TOBIA	9/20/06	1,500.00	PMK Group Inc.
ELIZABETH DEMOCRATIC COMMITTEE	9/20/06	5,000.00	PMK Group Inc.
NB DEMOCRATIC MUNICIPAL COMMITTEE	9/20/06	1,000.00	PMK Group Inc.
NEW JERSEY CITY DEMOCRATIC COMMITTEE	9/21/06	5,000.00	PMK Group Inc.
FRIENDS OF BILL BARONI	9/27/06	300.00	PMK Group Inc.
COMMITTEE TO ELECT MAGAZZU & RILEY FOR F	9/27/06	800.00	PMK Group Inc.
COMMITTEE TO ELECT FONTANA & CIATARELLI	9/27/06	2,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT TERREZZA- CAPODICE 2	9/27/06	1,000.00	PMK Group Inc.
FRIENDS OF FREEHOLDER ANNA LITTLE	9/27/06	1,000.00	PMK Group Inc.
ANDREW LUCAS FOR FREEHOLDER	9/27/06	1,000.00	PMK Group Inc.
ROSEMARIE PETERS FOR SURROGATE	9/27/06	1,000.00	PMK Group Inc.
COMMITTEE TO ELECT PATRICK J. DIEGNAN	9/30/06	750.00	PMK Group Inc.
ELECTION FUND OF GOP FREEHOLDERS	9/30/06	2,500.00	PMK Group Inc.
ELECTION FUND OF MANNY GROVA, JR.	9/30/06	350.00	PMK Group Inc.

THE MCDONOUGH CAMPAIGN FUND 2006	9/30/06	500.00	PMK Group Inc.
MORRIS COUNTY REPUBLICAN VICTORY PAC	9/30/06	500.00	PMK Group Inc.
RIDGEFIELD VICTORY 2006	9/30/06	100.00	PMK Group Inc.
ELECTION FUND OF GRECCO, ROBERT KICKEY &	10/11/06	3,000.00	PMK Group Inc.
BARRINGTON DEMOCRAT CAMPAIGN	10/18/06	250.00	PMK Group Inc.
ELECTION FUND OF J. CHRISTIAN BOLLWAGE	10/18/06	500.00	PMK Group Inc.
GLASSBORO DEMOCRATIC CAMPAIGN COMMITTEE	10/18/06	1,000.00	PMK Group Inc.
LADA	10/18/06	7,200.00	PMK Group Inc.
POMPTON LAKES DEMOCRATIC ORGANIZATION	10/18/06	400.00	PMK Group Inc.
PUBLIC AWARENESS	10/18/06	7,200.00	PMK Group Inc.
MONMOUTH MEDICAL CENTER FOUNDATION	10/25/06	1,600.00	PMK Group Inc.
NORTHERN VALLEY FIRST	10/25/06	7,200.00	PMK Group Inc.
PASCACK VALLEY FIRST	10/25/06	7,200.00	PMK Group Inc.
COMMITTEE TO RE-ELECT BARTLETT & LITTLE	10/30/06	2,600.00	PMK Group Inc.
COMMITTEE TO RE-ELECT SHERRIF POLHEMUS	10/30/06	2,600.00	PMK Group Inc.
DISTRICT 39	10/31/06	7,200.00	PMK Group Inc.
DISTRICT 40	10/31/06	7,200.00	PMK Group Inc.
FANWOOD DEMOCRATIC COMMITTEE	10/31/06	500.00	PMK Group Inc.
HILLSIDE DEMOCRATIC COMMITTEE	10/31/06	1,500.00	PMK Group Inc.
NEW PROVIDENT DEMOCRATIC CAMPAIGN COMMIT	10/31/06	500.00	PMK Group Inc.
ROSELLE PARK DEMOCRATIC COMMITTEE	10/31/06	1,500.00	PMK Group Inc.
SPRINGFIELD DEMOCRATIC CAMPAIGN COMMITTEE	10/31/06	1,000.00	PMK Group Inc.
UNION TOWNSHIP DEMOCRATIC COMMITTEE	10/31/06	1,100.00	PMK Group Inc.
LINDEN DEMOCRATIC COMMITTEE	11/3/06	1,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT BRETT RADI	11/29/06	400.00	PMK Group Inc.
BRICK TOWNSHIP REPUBLICAN FINANCE COMMITTEE	11/29/06	1,000.00	PMK Group Inc.
FRIENDS OF SAL VEGA	11/29/06	1,000.00	PMK Group Inc.
ELECTION FUND OF MARIE STRUMOLO BURKE	11/29/06	300.00	PMK Group Inc.
FLEMINGTON REPUBLICANS	12/20/06	250.00	PMK Group Inc.
ROSELLE DEMOCRATIC COMMITTEE	12/29/06	2,500.00	PMK Group Inc.
EFO MCDONNELL & RODRIGUEZ FOR FREEHOLDER	1/10/07	1,500.00	PMK Group Inc.
ELECTION FUND OF FRANK CUESTA	1/10/07	250.00	PMK Group Inc.
SENATE DEMOCRATIC MAJORITY PAC	1/10/07	20,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT MAURO G. TUCCI	1/17/07	750.00	PMK Group Inc.

JERRY GREEN FOR ASSEMBLY	1/17/07	500.00	PMK Group Inc.
HOFFA 2006	1/17/07	300.00	PMK Group Inc.
JOHN MURPHY FOR FREEHOLDER	1/17/07	200.00	PMK Group Inc.
ELECTION FUND OF ASSEMBLYMAN SEAN KEAN	1/17/07	150.00	PMK Group Inc.
BRUCE JAMES FOR FREEHOLDER	1/24/07	750.00	PMK Group Inc.
COMMITTEE TO RE-ELECT FREEHOLDERS KELLY AND LACEY	1/24/07	1,500.00	PMK Group Inc.
COMMITTEE TO RE-ELECT VINCENT PRIETO TO ASSEMBLY	1/24/07	250.00	PMK Group Inc.
COMMITTEE TO ELECT BRETT RADI	1/31/07	325.00	PMK Group Inc.
MORRIS REPUBLICAN FREEHOLDER TEAM	1/31/07	1,200.00	PMK Group Inc.
ELECTION FUND OF JOHN MCKEON FOR STATE ASSEMBLY	2/7/07	500.00	PMK Group Inc.
BRICK REPUBLICAN CLUB	2/14/07	1,000.00	PMK Group Inc.
HALDEON DEMOCRATIC COMMITTEE	2/14/07	500.00	PMK Group Inc.
HEALY FOR MAYOR	2/14/07	500.00	PMK Group Inc.
NORTH BERGEN DEMOCRATIC MUNICIPAL COMMITTEE	2/14/07	825.00	PMK Group Inc.
UNION CITY FIRST	2/14/07	1,200.00	PMK Group Inc.
CATLEY FOR ASSEMBLY	3/7/07	200.00	PMK Group Inc.
ELECTION FUND OF COUNTY CLERK M. CLAIRE	3/7/07	100.00	PMK Group Inc.
CITIZENS FOR GOOD GOVERNMENT	3/12/07	300.00	PMK Group Inc.
DEMOCRATS FOR A GOOD GOVERNMENT	3/12/07	300.00	PMK Group Inc.
PANNULLO FOR MAYOR "07"	3/12/07	300.00	PMK Group Inc.
PUBLIC TRUST FOR CLEAN GOVERNMENT	3/12/07	300.00	PMK Group Inc.
RE-ELECT GARLEY, SMALL AND HUBER	3/28/07	250.00	PMK Group Inc.
MIDDLETON TOWNSHIP REPUBLICAN EXECUTIVE COMMITTEE	3/28/07	200.00	PMK Group Inc.
OCEAN COUNTY REPUBLICAN CHAIRMAN'S PAC	3/28/07	2,250.00	PMK Group Inc.
COMMITTEE TO RE-ELECT FREEHOLDERS KELLY AND LACEY	3/28/07	1,500.00	PMK Group Inc.
RIDGEFIELD VICTORY 2007	3/28/07	150.00	PMK Group Inc.
ELECTION FUND OF ROBERT PARISI	3/28/07	500.00	PMK Group Inc.
STEVE SWEENEY FOR FREEHOLDER	3/28/07	500.00	PMK Group Inc.
FRIENDS OF SAL VEGA	3/29/07	1,000.00	PMK Group Inc.
KEEP THE PROGRESS GOING	4/2/07	5,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT FUSCO & KANDIS	4/10/07	300.00	PMK Group Inc.
FRIENDS OF KNIGHT AND TALTY	4/10/07	300.00	PMK Group Inc.
HARRISON DEMOCRATIC COMMITTEE	4/10/07	7,200.00	PMK Group Inc.
HILLSIDE DEMOCRATIC CAMPAIGN COMMITTEE	4/10/07	2,700.00	PMK Group Inc.
COMMITTEE FOR SENSIBLE SCHOOL SPENDING	4/10/07	2,600.00	PMK Group Inc.

COMMITTEE TO ELECT SANDIFER, POGUE- NAPOLEON AND JETER	4/17/07	2,500.00	PMK Group Inc.
COMMITTEE TO ELECT WALSH	4/17/07	1,500.00	PMK Group Inc.
FIGUEIREDO FOR UNION BOARD OF EDUCATION	4/17/07	1,500.00	PMK Group Inc.
WALL TOWNSHIP GOP	4/17/07	550.00	PMK Group Inc.
HUGHES FOR COUNTY EXECUTIVE	4/20/07	250.00	PMK Group Inc.
COMMITTEE TO ELECT WALSH	4/25/07	500.00	PMK Group Inc.
POMPTON LAKES DEMOCRATIC CLUB	4/25/07	250.00	PMK Group Inc.
FRIENDS OF FUZO/FREEHOLDER	4/30/07	300.00	PMK Group Inc.
FRIENDS OF JOE KEENAN FOR CITY COUNCIL	4/30/07	200.00	PMK Group Inc.
POMPTON LAKES DEMOCRATIC CLUB	4/30/07	250.00	PMK Group Inc.
SEA GIRT REPUBLICAN CLUB	4/30/07	100.00	PMK Group Inc.
ELECTION FUND OF BARBARA NETCHERT	5/9/07	2,000.00	PMK Group Inc.
FRIENDS OF DIANE ALLEN	5/9/07	250.00	PMK Group Inc.
PISCATAWAY DEMOCRATIC ORGANIZATION	5/9/07	4,000.00	PMK Group Inc.
CAMPINOS	5/9/07	5,000.00	PMK Group Inc.
CAMPINOS	5/9/07	5,000.00	PMK Group Inc.
BRICK TOWNSHIP REPUBLICAN FINANCE COMMITTEE	5/16/07	1,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT FREEHOLDERS KELLY AND LACEY	5/16/07	2,200.00	PMK Group Inc.
OSPAC	5/16/07	950.00	PMK Group Inc.
LAKEHURST REPUBLICAN CLUB	5/23/07	250.00	PMK Group Inc.
DISTRICT 36 DEMOCRATIC CLUB	5/30/07	2,000.00	PMK Group Inc.
EFO ALLEN, PROPP, GRIFFIN	5/31/07	1,000.00	PMK Group Inc.
FRIENDS OF SPEZIALE	6/6/07	375.00	PMK Group Inc.
MORRIS COUNTY REPUBLICAN VICTORY PAC	6/6/07	1,000.00	PMK Group Inc.
VICTORY 2007 CTE SULLIVAN, KOWALSKI & VANBLAKE	6/6/07	7,500.00	PMK Group Inc.
PANNULLO FOR MAYOR "07" DEROSA FOR COUNCIL	6/13/07	200.00	PMK Group Inc.
DALINA FOR FREEHOLDER	6/20/07	2,600.00	PMK Group Inc.
HOAGLAND FOR SURROGATE	6/20/07	2,600.00	PMK Group Inc.
ELECTION FUND OF JOSEPH CRYAN	6/20/07	1,450.00	PMK Group Inc.
RAFANO FOR FREEHOLDER	6/20/07	2,600.00	PMK Group Inc.
VALENTI FOR FREEHOLDER	6/20/07	2,600.00	PMK Group Inc.
COMMITTEE TO RE-ELECT BATEMAN, BIONDI & COYLE	6/29/07	2,000.00	PMK Group Inc.
EFO RAINER AND PEPITONE	6/29/07	1,000.00	PMK Group Inc.
COMMITTEE TO RE-ELECT KELLY & LACEY	6/29/07	1,500.00	PMK Group Inc.

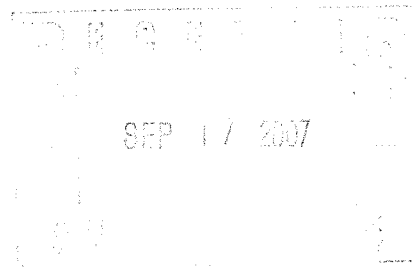
m.A.



SERVICE * SOLUTIONS * SATISFACTION

September 14, 2007

Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046



**ATTN: MS. MARIE ANNESE, RMC
TOWNSHIP CLERK**

**RE: EXECUTED PROFESSIONAL SERVICES AGREEMENT
REMEDIAL INVESTIGATION AND ENVIRONMENTAL CONSULTING SERVICES
WILLINGBORO TOWNSHIP MUNICIPAL COMPLEX
WILLINGBORO TOWNSHIP, NEW JERSEY
PMK GROUP PROJECT NO. 046293**

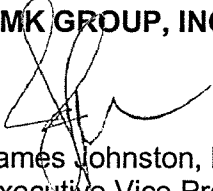
Dear Ms. Annese:

Enclosed herein please find an original fully executed copy of the above captioned Agreement. We have retained a copy for our records as instructed.

Please do not hesitate to contact us if you have any questions regarding information contained herein.

Respectfully submitted,

PMK GROUP, INC.


James Johnston, P.E., R.B.P.
Executive Vice President
Corporate Office

JJ/pc

Enclosure

G:\Client\Clients S-Z\Willingboro Township\Project data\046293 Municipal Complex RI and RAW\046293-60\046293-L-091407 Annese.doc

WWW.PMKGROUP.COM

1415 Wyckoff Road, Suite 206
Farmingdale, NJ 07727
T 732.751.0799 • F 732.751.9592

PMK GROUP, INC. CORPORATE OFFICE
65 Jackson Drive, P. O. Box 5000
Cranford, NJ 07016
T 908-497-8900 • F 908-497-9134

Lake Center Executive Park, 401 Route 73 N
Bldg. 10, Suite 101, Marlton, NJ 08053
T 856.596.8871 • F 856.596.4308



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046
(609) 877-2200 FAX (609) 835-0782

046293
RECEIVED
SEP 07 2007

BY:.....

September 6, 2007

Ms. Lisa R. Sauer
PMK Group
10 Lake Center Suite 101
401 Route 73 North
Marlton, New Jersey 08053

**RE: Revised Proposal Remedial Investigation and Environmental Consulting
Services Willingboro Municipal Complex**

Dear Ms. Sauer:

With regard to the above subject attached you will find one original and one copy of the contract. Please have both completed, hold one for your records and return the original to this office.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma

cc: Michael Armstrong, Esq.
Wendell Bibbs

PRINCIPALS

James Ferris, P.E.
Gerald Perricone, P.E.
James Johnston, P.E.
Robert M. Gerard, CHMM
Phillip M. Keegan (1942-1998)

Richard Erickson
Stanley Lewandowski
Mark Worthington, CHMM



A handwritten signature in black ink, appearing to read "Original", is located in the top right corner of the page.

ASSOCIATES

Thomas Mineo, P.E.
William P. Call, P.G.
Drew Di Sessa, P.E., P.P.
Robert Kingsbury
Jayanti Chatterjee, CIH
Ayman Hashem, P.E.
Lisa Sauer
Mete Talimcioglu, Ph.D., P.E.
Erich Christiansen, P.E.
Patrick Lorimer, MPH
Ronald Piccolo, P.E., P.P.
Christopher Gulics

June 15, 2005

Willingboro Municipal Complex
1 Salem Road
Willingboro, New Jersey

ATTN: MS. DENISE ROSE, TOWNSHIP MANAGER

**RE: REVISED PROPOSAL
REMEDIAL INVESTIGATION AND ENVIRONMENTAL CONSULTING SERVICES
WILLINGBORO MUNICIPAL COMPLEX
TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY
NJDEP CASE # 98-09-02-1154-39
UST # 0191117
PMK GROUP PROPOSAL # 046293**

Dear Ms. Rose:

INTRODUCTION

Pursuant to your request, the PMK Group (PMK) is pleased to present this revised proposal to provide additional environmental consulting services to conduct a Remedial Investigation (RI) at the above-captioned facility (the "Site"). Specifically, the Scope of Work detailed herein is intended to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements, set forth in their correspondences, dated May 15, 2000 and June 14, 2004.

The above referenced NJDEP correspondences provide comments relative to the Department's review of RI Reports (RIRs), dated December 6, 1999 and February 11, 2000 indicating actions taken in compliance with the regulations implementing the Underground Storage of Hazardous Substances Act (N.J.A.C. 7:14B) and Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

The NJDEP correspondence requires additional RI relative to the former Underground Storage Tanks (USTs) at the Site.

Proposed scope of work

The purpose of our additional RI services would be to provide the necessary field work, sampling and environmental services required by the NJDEP in their correspondence, dated May 15, 2000 and pursuant to the N.J.A.C. 7:26E. The proposed RI would be separated into the following tasks:

*10 Lake Center
Suite 101*

Task 1. AOC-1: Former Tanks T1 and T2, Additional Soil Investigation and Delineation

Two gasoline USTs were located in this area: one 3,000-gallon UST (T-1) and one 2,000-gallon UST (T-2). Elevated levels of benzene and total xylenes were detected in post-excavation samples collected near the southwestern property line (T1-PE2 and T1-PE-3) and near an underground utility line (T1-PE1). Therefore, additional soil sampling will be necessary in this area.

Our Task 1 services would entail collection of soil samples from centerline of the former 2000-gallon and 3000-gallon USTs. In addition, in order to delineate the horizontal and vertical extent of contamination previously detected at the Site, additional soil samples will be collected for subsequent laboratory analysis. The additional soil samples will be collected in the vicinity of areas of concern (AOC-1), which exhibited soil impacts in excess of the applicable NJDEP Soil Cleanup Criteria (SCC). Specifically these services would include:

1. Conduct a supplementary soil boring investigation consisting of 4 additional soil borings advanced into the former USTs location. This task will be conducted pursuant to N.J.A.C. 7:26E-6.4(a) to collect additional soil samples from the centerline of the former USTs.
2. Furthermore, pursuant to N.J.A.C. 7:26E-4.1(b), and in order to delineate the vertical and horizontal extents of previously detected contaminants in the vicinity of AOC-1, additional soil borings will be installed. It is anticipated that approximately 8 to 10 additional soil borings will be advanced in the vicinity of the former AOC-1. The borings will be installed to the approximate depth of 12 to 14 feet below the surface grade (bsg).
3. Perform field screening techniques in accordance with the N.J.A.C. 7:26E, the NJDEP Field Sampling Procedures Manual (May 1992) and the NJDEP Field Analysis Manual (July 1994) to determine the potential presence of impacted materials. The field screening would entail evaluating the extracted materials for the potential presence of volatile organic compounds using a photoionization detector (PID).
4. Obtain soil samples suitable for laboratory chemical analysis. It is anticipated that approximately fourteen (14) soil samples would be collected from the borings for subsequent laboratory analysis. Soil samples for this task would be collected pursuant to N.J.A.C. 7:26E-2.1(a), using methanol extraction/preservation method.
5. Provide the necessary chemical laboratory analysis for each soil sample. The soil samples will be analyzed for volatile organics calibrated for xylenes, with a library search (VO+10) and lead.
6. In addition, in order to investigate the potential of groundwater impacts in the vicinity of the AOC-1, soil borings will be extended to the top of the groundwater table or the maximum depth of 20 feet bsg. Pursuant to N.J.A.C. 7:26E-3.7 (a1), representative soil samples will be collected for laboratory analysis (sieve analysis) to determine the percent of silt and clay in the zone between the contaminated soils and the groundwater

table (saturated zone). If the soil between the contaminant and the saturated zone is determined to comprise of less than fifteen (15) percent silt and clay fraction or if groundwater is encountered within two feet of the contaminant, a groundwater remedial investigation will be required pursuant to N.J.A.C. 7:26E-4.4. In such case, PMK propose to install one (1) to two (2) overburden monitoring wells within and in the vicinity of the suspected contamination area.

The proposed groundwater monitoring wells (to the depth of approximately 20 to 25 feet bsg) will be installed utilizing a New Jersey licensed well driller to evaluate groundwater quality impacts. The wells will be installed and developed in accordance with the specifications for monitoring wells in unconsolidated formations as presented in NJDEP Field Sampling Procedures Manual (May, 1992). Subsequent to installation, the wells would be surveyed by a licensed Land Surveyor with respect to elevation, latitude and longitude. Upon completion of the well installation, the Client will be supplied with copies of the well permits, well records, Form A (As-Built) and Form B (surveyor) certifications for each of the newly installed wells. All soil cuttings generated during the installation of the proposed monitoring wells will be drummed and disposed of at an off-site disposal facility.

Subsequent to installation of the proposed monitoring wells, PMK proposed to collect one round of groundwater sample and to conduct physical and geochemical measurements to evaluate groundwater quality and hydrogeologic conditions at the Site. Groundwater samples collected for the RI will be obtained in accordance with the procedures and protocols set forth at N.J.A.C. 7:26E and the NJDEP Field Sampling Procedures Manual (May 1992). The samples would be transmitted to an NJDEP certified laboratory for laboratory analysis for VO+10 including MTBE, TBA and lead. Standard Chain of Custody procedures would be implemented to track the samples.

The soil borings would be advanced utilizing truck mounted geoprobe drilling equipment and would extend to the top of the groundwater table. It should be noted that at least 3 of the proposed soil borings will be installed on or across Salem Street, for which a Street Opening Permit and/or traffic control (police supervision) during drilling might be required. This proposal accounts for an additional, provisional cost for the Street Opening Permit and/or traffic control fee.

Task 2. AOC-2: Former Tanks T3 and T4, Additional Soil Investigation and Delineation

One 3,000-gallon diesel UST (T-3) and one 4,000-gallon No. 2 heating oil UST (T-4) were located in this area. Elevated levels of total petroleum hydrocarbons were detected in post-excavation sample T4-PE6, which is located near the two underground utility lines. Therefore, additional soil sampling will be necessary in this area.

As such, our services during this task would include evaluation of potential presence of contaminants within the former T-3 UST excavation area as well as in the vicinity of the post-excavation sample T4-PE-6. This task would involve the following subtasks:



1. Conduct a supplementary soil boring investigation consisting of 2 additional soil borings advanced into the former T-3 UST location. This task will be conducted pursuant to N.J.A.C. 7:26E-6.4(a) to collect additional soil samples from the centerline of the former UST.
2. Furthermore, pursuant to N.J.A.C. 7:26E-4.1(b), and in order to delineate the vertical and horizontal extents of previously detected contaminants in the vicinity of post excavation sample, T4-PE6, additional soil borings will be installed. It is anticipated that approximately 2 additional soil borings will be advanced in and around former T4-PE6 to the approximate depth of 12 to 14 feet bsg.
3. Perform field screening techniques in accordance with the N.J.A.C. 7:26E, the NJDEP Field Sampling Procedures Manual (May 1992) and the NJDEP Field Analysis Manual (July 1994) to determine the potential presence of impacted materials. The field screening would entail evaluating the extracted materials for the potential presence of volatile organic compounds using a photoionization detector (PID).
4. Obtain soil samples suitable for laboratory chemical analysis. It is anticipated that approximately four (4) soil samples would be collected from the borings for subsequent laboratory analysis. Soil samples for this task would be collected pursuant to N.J.A.C. 7:26E-2.1(a), using methanol extraction/preservation method.
5. Provide necessary chemical laboratory analysis for each soil sample. The soil samples will be analyzed for Total petroleum hydrocarbons (TPH) and VO+10.
6. Representative samples will also be collected to determine the percent of silt and clay in the soil zone between the contaminated soils and the groundwater table. One additional soil boring will be advanced at the Site for geological investigation purposes. The purpose of this boring will be to log subsurface conditions from the surface to the groundwater table or until a competent confining layer is encountered.
7. Our services during this phase of the investigation would also include evaluation and delineation of the groundwater impacts in the vicinity of the former USTs T-3 and T-4. Utilizing the Geoprobe direct push technology, three (3) temporary well points will be installed in the vicinity of the former USTs. Subsequently, groundwater samples will be obtained in accordance with generally accepted sample acquisition protocol as set forth in the NJDEP Alternative Groundwater Sampling Techniques Guide (July 1994).
8. Representative groundwater samples will be collected for subsequent chemical laboratory analysis. Groundwater samples will be analyzed for Target Compound List Base Neutral Compounds with a forward library search (BN+15) and VO+10.
9. The soil and groundwater samples would be placed in a laboratory prepared sample jars and capped with Teflon-lined lids. A field quality assurance program consisting of a field blank and a trip blank would also be implemented to demonstrate the integrity of the

decontamination procedures and assess any potential contamination encountered during the handling and shipment of the samples to the analytical laboratory. The soil, groundwater and blank samples would be placed in a chilled cooler (4°C) and transmitted to a NJDEP certified analytical laboratory for chemical analysis. Standard chain of custody procedures would be implemented to track the samples.

10. Based on the results of the soil, geological and groundwater investigations, permanent monitoring wells might be required to be installed at the Site. In such case, PMK propose to install one (1) to two (2) overburden monitoring wells within and in the vicinity of the suspected contamination area. The proposed groundwater monitoring wells (to the depth of approximately 20 to 25 feet bsg) will be installed utilizing a New Jersey licensed well driller to evaluate groundwater quality impacts. The wells will be installed and developed in accordance with the specifications for monitoring wells in unconsolidated formations as presented in NJDEP Field Sampling Procedures Manual (May, 1992). Subsequent to installation, the wells would be surveyed by a licensed Land Surveyor with respect to elevation, latitude and longitude.
11. Subsequent to installation of the proposed monitoring wells, PMK proposed to collect one round of groundwater sample and to conduct physical and geochemical measurements to evaluate groundwater quality and hydrogeologic conditions at the Site. Groundwater samples will be obtained in accordance with the procedures and protocols set forth at N.J.A.C. 7:26E and the NJDEP Field Sampling Procedures Manual (May 1992). The samples would be transmitted to an NJDEP certified laboratory for laboratory analysis for VO+10 and BN+15. Standard Chain of Custody procedures would be implemented to track the samples.

Prior to conducting the proposed subsurface activities, it is pertinent to identify the location of the underground utilities and structures within the investigation area. As such, in the event that As-Built documentation and drawings identifying the location of the subsurface utilities is not available, PMK will retain the services of a Geophysical Surveying contractor to verify the presence or absence of the underground utilities within the proposed subsurface investigation area. Hence, this proposal accounts for an additional, provisional cost for the underground utilities identification.

Task 3. Receptor Evaluation

In accordance with N.J.A.C. 7:26E-4.4(h)3v, if groundwater contamination above NJDEP's Groundwater Quality Criteria (GQC) are identified in the source area, a receptor evaluation will be conducted. This task will address any nearby water usage, surface water bodies, and subsurface utilities including basements or other structures that may be impacted from a vapor hazard. An NJDEP well records search for a one-half mile radius of the Site will also be performed in this task to identify all irrigation, monitoring and domestic wells within the vicinity of the Site, as well as all industrial and public supply wells.

Task 4. Ecological Evaluation

Pursuant to N.J.A.C. 7:26E-3.11, a baseline ecological evaluation will be completed for the contaminated area of concern. This baseline evaluation will be qualitative in nature and will be commensurate with the results of Task 2 and Task 3 outlined above.

Task 5. Regulatory Liaison and Reporting

PMK Group will act as a regulatory liaison between the Client and the NJDEP throughout the entire duration of the project. We will prepare and submit to the NJDEP in a timely fashion a Remedial Investigation Report (RIR), which would include a section for Remedial Action Selection (RAS) pursuant to N.J.A.C. 7:26E-5.

In accordance with the NJDEP Site Remediation Guidelines, a fee of approximately \$1,000.00 will be charged for the review of RIR. However, the cost for review of the RAS will be assessed on an hourly rate. We estimate that NJDEP will charges approximately between \$1,500.00 to \$2,500.00 for review of both RIR and RAS.

COMPENSATION

Our engineering fees for providing the services detailed above would be charged on a time and expense basis in accordance with the attached Schedule of Fees and General Conditions.

Based upon the Scope of Work detailed above, we estimate that the total cost of the project would be between \$47,000.00 to \$69,000.00, as detailed below:

ITEM	ESTIMATED COST
TASK 1	\$15,200.00 - \$26,000.00
TASK 2	\$12,200.00 - \$20,000.00
TASK 3	\$2,500.00
TASK 4	\$3,000.00
TASK 5	\$14,100.00 - \$17,500.00
ESTIMATED PROJECT TOTAL	\$47,000.00 - \$69,000.00

Please note that the variation in the estimated cost is biased on the Site specific information such as the need for groundwater investigation and monitoring well installation. In the event that no groundwater investigation is performed at the Site, and availability of As-Built documentation for the underground utilities, the lower cost estimate would be applicable. The actual cost will be determined during the proposed site investigation activities.



PMK Group

CONSULTING & ENVIRONMENTAL ENGINEERS

Ms. Denise Rose

Willingboro Municipal Complex

Remedial Investigation and Environmental Consulting Services

June 15, 2005

Page 7 of 8

RESPONSIBILITIES OF CLIENT

The Client shall provide all information in its possession, custody, or control which may relate to the environmental conditions at the site. This information includes, but is not limited to:

1. Client shall be fully responsible for obtaining the necessary authorization to allow PMK, its agent, subcontractors and representatives to have access to the site and structures thereon at reasonable times throughout the term of this agreement. Client will be responsible to obtain the required permit and access to conduct the off-site investigation.

PROJECT SCHEDULE

It is anticipated that we would be able to commence our services outlined in this proposal within two weeks from the receipt of a signed proposal. It is anticipated that the RIR/RAS would be submitted 10 -15 weeks following project startup, based upon standard laboratory turnaround of four weeks.

LIMITATIONS

- In the event that significant dissolved contaminant and/or free product are encountered during the investigation/delineation, additional soil and/or groundwater sampling and engineering services may be required and the scope of work outlined above may need to be modified to reflect the same.
- Our field services are not subject to labor union or prevailing wage rules.
- Laboratory analyses will be conducted at a standard 4-week turn-around-time and the results will be submitted in accordance with the Reduced Deliverable Format without QA data validation. If expedited analytical turnaround times are required, the costs presented above would require revision.
- NJDEP review fee is assumed to be limited to \$2,500.00. However, it should be noted that since the review of RAS by the NJDEP case manager is on an hourly basis, the review fee beyond \$2,500.00 will be charged to the Client.
- Fieldwork can be completed at health and safety Level D.

CLOSING

We trust you will find the proposed scope and cost satisfactory and consistent with your understanding. If so, please indicate your acceptance by signing below and returning an executed copy of this proposal to our office for anticipation to proceed.



MS. Denise Rose
Willingboro Municipal Complex
Remedial Investigation and Environmental Consulting Services
June 15, 2005
Page 8 of 8

We are pleased to have this opportunity for assisting you. If you have any questions or comments about this proposal, please do not hesitate to call us.

Respectfully submitted,

PMK GROUP,

Lisa R. Sauer
Client Manager

Enclosures

cc: Mr. Wendell Bibbs, P.E., C.M.E., Remington and Vernick
Mr. James Gray, Willingboro

ACCEPTED BY:

BY:

TITLE: MAYOR

(FOR CLIENT): W'boro Twp

DATE: April 3, 2007

The above signed represents that they have read and understand the attached General Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the General Conditions.



Proposal - RI/RAS
Willingboro Municipal Complex

CONSULTING & ENVIRONMENTAL ENGINEERS

	Cost	Unit	Total	Markup	Total Task
1 Soil Investigation - AOC 1					
Subs					
Geoprobe	\$1,500.00	2	\$3,000.00	\$3,450.00	
Mob/Demob	\$500.00	1	\$500.00	\$575.00	
Probe/Sampling Material	\$500.00	1	\$500.00	\$575.00	
Utility Markout	\$2,200.00	1	\$2,200.00	\$2,530.00	
Soil Sample (VO+10) + T.B.	\$125.00	17	\$2,125.00	\$2,443.75	
Sieve Analysis	\$90.00	4	\$360.00	\$414.00	
Staffing					
PD	\$170.00	4	\$680.00	\$680.00	
PM	\$95.00	20	\$1,900.00	\$1,900.00	
Field	\$75.00	28	\$2,100.00	\$2,100.00	
Equipment					
Truck	\$80.00	2	\$160.00	\$160.00	
PID	\$125.00	2	\$250.00	\$250.00	
Miscelle.	\$50.00	2	\$100.00	\$100.00	
Total Task 1					\$15,177.75
2 Soil/GW Investigation - AOC 2					
Subs					
Geoprobe	\$1,500.00	2	\$3,000.00	\$3,450.00	
Probe/Sampling Material	\$500.00	1	\$500.00	\$575.00	
Soil Sample (VO+10) + T.B.	\$125.00	5	\$625.00	\$718.75	
Soil Sample TPH + T.B.	\$40.00	5	\$200.00	\$230.00	
GW Sample BN+15 + FB & TB	\$170.00	5	\$850.00	\$977.50	
GW Sample VO+10 + FB & TB	\$125.00	5	\$625.00	\$718.75	
Sieve Analysis	\$90.00	2	\$180.00	\$207.00	
Staffing					
PD	\$170.00	4	\$680.00	\$680.00	
Senior PM	\$125.00	8	\$1,000.00	\$1,000.00	
PM	\$95.00	14	\$1,330.00	\$1,330.00	
Field	\$75.00	24	\$1,800.00	\$1,800.00	
Equipment					
Truck	\$80.00	2	\$160.00	\$160.00	
PID	\$125.00	2	\$250.00	\$250.00	
Micelle.	\$50.00	2	\$100.00	\$100.00	
Total Task 2					\$12,197.00
3 Receptor Evaluation					
Receptor Evaluation	\$2,500.00	1	\$2,500.00	\$2,500.00	
Total Task 3					\$2,500.00
4 BEE					
BEE	\$3,000.00	1	\$3,000.00	\$3,000.00	
Total Task 4					\$3,000.00
5 Management/Liaison and Reporting					
PD	\$170.00	12	\$2,040.00	\$2,040.00	
Senior PM	\$125.00	14	\$1,750.00	\$1,750.00	
PM	\$95.00	45	\$4,275.00	\$4,275.00	
Staff	\$75.00	50	\$3,750.00	\$3,750.00	
CAD	\$65.00	16	\$1,040.00	\$1,040.00	
AA	\$40.00	14	\$560.00	\$560.00	
Production	\$750.00	1	\$750.00	\$750.00	
Total Task 5					\$14,165.00
Total Project			\$44,840.00	\$47,039.75	\$47,039.75

GENERAL CONDITIONS WILLINGBORO TOWNSHIP

1. AGREEMENT

This Agreement (the "Agreement") is made by and between PMK Group, Inc (hereinafter designated as PMK) and Willingboro Township (hereinafter designated as CLIENT) and consists of the proposal (attached and incorporated by reference), subject to the terms and conditions set forth herein. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by PMK and a duly authorized agent of the CLIENT. If any portion of this Agreement is held invalid or unenforceable, all remaining portions shall continue in full force and effect, it being understood that the terms of this Agreement shall control.

PMK will not initiate service without formal agreement on General Conditions and other terms and conditions set forth in this Agreement. CLIENT's or PMK's unilateral modification of this Agreement subsequent to PMK's initiation of service is expressly prohibited. Furthermore, all terms and conditions on CLIENT's purchase orders, work orders and/or other directives that are in conflict with the terms of this Agreement, are inapplicable to this Agreement and to PMK's involvement in CLIENT's project.

2. STANDARD OF SERVICES AND WARRANTY

Services performed by PMK under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

3. EXISTING SITE CONDITION AND ACCESS

- a) The CLIENT warrants to PMK that CLIENT has the legal right to authorize PMK's entry upon the real property where PMK's services are to be performed (hereinafter the "Site"). The CLIENT grants to PMK and its subcontractors the complete and unabridged right and authority to enter the Site and any property adjoining the Site, upon the CLIENT'S receipt of authorization, as is necessary to permit PMK to fulfill the work called for by this Agreement. Client shall provide PMK with any written agreement relative to site access and/or access to property adjoining the site.
- b) PMK will take reasonable precautions to minimize damage to the Site and such adjoining properties. The CLIENT understands and agrees that PMK's activities may unavoidably cause some damage, the correction of which is not a part of this Agreement unless specified in the scope of services. The CLIENT also understands that the discovery of certain conditions may result in a reduction of the value of the Site.
- c) The CLIENT acknowledges that PMK has played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical, radiological or industrial disposal problem, if any, which may exist at or be related to the Site and that PMK has been retained for the sole purpose of assisting the CLIENT in assessing any problem that may exist and in formulating a mitigation program, if such is within the scope of services. It is recognized and agreed by the CLIENT that PMK has only assumed responsibility for conducting the investigation, and providing subsequent reports and recommendations to the CLIENT as detailed in the scope of services. The responsibility for making any disclosures or reports to any third party and/or for taking corrective, remedial or mitigative action shall be solely that of the CLIENT and/or owner of the Site, unless specifically set forth in a separate writing signed by both PMK and the CLIENT.
- d) The CLIENT shall make diligent efforts to locate all documents and information that relate to the identity, location, quantity, nature and/or characteristics of any solid, hazardous and/or radiological waste, underground storage tanks, piping or structures at or under the Site and shall furnish, or cause to be furnished, such documents and information to PMK. In addition, the CLIENT shall provide "as built" drawings of any structures on the Site, as well as reports, data, studies, plans, specifications, documents or other information, which exist as required by PMK for the proper performance of its services. PMK shall be entitled to rely upon any such documentation and information in performing its services, however, PMK assumes no responsibility or liability for the accuracy or completeness of such documentation.
- e) Client shall defend, indemnify and save harmless PMK, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney's fees, arising out of errors, omissions and inaccuracies in documents and information provided to PMK by Client.

4. UTILITIES

In the prosecution of the work under this Agreement, PMK will take all reasonable precautions to avoid damage to subterranean structures or utilities and shall make notice to the utilities hotline. To the fullest extent permitted by law CLIENT shall waive any claim against PMK and its subcontractors, consultants, agents, officers, directors and employees arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to PMK's attention and/or not correctly shown on the plans furnished to PMK.

5. CHARGES, BILLING AND PAYMENT

- a) For the performance of its services, PMK shall be paid by the CLIENT in accordance with the Agreement. PMK shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due ninety (90) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by PMK. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.
- b) If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify PMK, in writing, of its objection within twenty (20) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. In the event that payment to PMK is not maintained on a thirty (30) day current basis, PMK may, upon providing ten (10) days written notice to the CLIENT, suspend further performance and withhold any and all data from the CLIENT until such invoiced payment(s) is restored to a current basis.
- c) Any invoices that are not paid within thirty (30) days of CLIENT's receipt of collection action notification by an attorney or collection agency shall constitute a release of PMK from any and all claims whatsoever, including, but not limited to, tort or contract claims, which CLIENT may have against PMK for services performed under said invoice(s).
- d) Expenses incurred for services, equipment and facilities not furnished by PMK are charged to Client at cost plus fifteen percent. Automobile travel may be charged at \$.48 per mile.

6. SUSPENSION AND/OR DELAY OF SERVICES

- a) CLIENT may, at any time, by ten (10) days written notice to PMK, suspend further performance by PMK. If payment of invoices by client is not maintained on a thirty (30) day current basis, as stated above PMK may by ten (10) days written notice to the CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of PMK, make this Agreement subject to termination or renegotiation.
- b) All suspensions and/or delays in the performance of this Agreement not caused by PMK (other than under the Force Majeure provision of paragraph 8) shall extend the contract completion date for a term consistent with the extent of such suspension or delay. PMK shall be paid for all services performed up to the date of suspension or delay, plus suspension and/or delay charges. Suspension and/or delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to any suspension and/or delay.
- c) In addition, in the event of suspension or delay of services for any reason prior to completion of all reports contemplated by this Agreement, PMK reserves the right to complete such analyses and records as are necessary to place their files in order and, where necessary to protect their professional reputation, to complete a report respecting the services performed.

7. TERMINATION

- a) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, PMK shall be paid for services performed to the termination notice date.
- b) In addition, in the event of termination for any reason prior to completion of all reports contemplated by this Agreement, PMK reserves the right to complete such analyses and reports as are necessary to place its files in order and to complete reports respecting services performed to the date of notice of termination or suspension.

8. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of any obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.

9. RIGHTS IN DATA

The CLIENT agrees that any patentable or copyrightable concepts, data or software developed by PMK as a direct or indirect consequence of services rendered hereunder are the sole and exclusive property of PMK.

10. OWNERSHIP, MANAGEMENT AND USE OF DOCUMENTS

- a) All materials resulting from PMK's efforts on this project, other than as set forth in paragraph 9 above, including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of PMK's service, but unless otherwise specified in the scope of services shall be owned by the CLIENT.
- b) PMK shall maintain for the CLIENT all materials as described in paragraph 10a above, in kind or on microfilm or electronic media, for a period of not less than two (2) years after completion of the project, except for soil samples and specimens which shall be maintained for a period of two (2) months after the submission of PMK's final report, unless the CLIENT otherwise specifies, or unless otherwise required by applicable law. The CLIENT shall specify in advance and pay for all arrangements where special or extended maintenance of such materials by PMK is to occur.
- c) All documents and information generated as part of this Agreement are intended solely for use by CLIENT and shall not be provided to any other entity, including, but not limited to, any insurance company, without PMK's written authorization, nor shall such documents or information be mentioned, communicated, disclosed or referred to in any offering circular, securities offering, loan application, real estate transaction documentation or other similar material without express written consent of PMK. To the fullest extent permitted by law CLIENT shall defend, indemnify and hold harmless Indemnitee from and against any action or claim brought by any person or entity claiming to rely upon information or opinions contained in reports or other documents provided to such person or entity, published, disclosed or referred to without PMK's written authorization.
- d) All reports and other materials resulting from PMK's efforts on this project are not intended or represented to be suitable for reuse by the CLIENT or others. Reuse of said reports or other materials by the CLIENT without written permission from PMK for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever on PMK's part, and to the fullest extent permitted by law CLIENT agrees to indemnify and hold harmless Indemnitee for all claims, damages and expenses, including, but not limited to, attorneys' fees, arising out of such unauthorized reuse. Any reuse of the instruments of service occurring with PMK's written permission shall entitle PMK to further compensation in amounts to be agreed upon with the CLIENT.

11. ELECTRONIC DOCUMENTS

- a) All drawings, specifications and/or other documents prepared by PMK or its subconsultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the CLIENT in connection with the CLIENT's performance of its responsibilities and obligations relating to the Work. Electronic Documents do not replace or supplement the paper copies of any drawings, specifications or other documents.
- b) The parties agree that Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the CLIENT that there are no warranties of any kind made with respect to such Electronic Documents or in the media in which they are contained, either express or implied.
- c) If any differences exist between the printed and any Electronic Documents, the information contained in the instruments of service shall be presumed to be correct and take precedence over the Electronic Documents, unless PMK specifically advises CLIENT to the contrary in writing.
- d) CLIENT agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless CLIENT has received the express written consent of PMK to do so.
- e) CLIENT further agrees that the electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to CLIENT for the limited purpose stated above only. CLIENT agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above.

- f) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless Indemnitee from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.

12. CONFIDENTIALITY

PMK agrees to keep confidential and not to knowingly disclose to any person or entity, other than employees and subcontractors performing hereunder, without the prior consent of the CLIENT, any data or information not previously known to or generated by PMK, or furnished to PMK and marked "CONFIDENTIAL" by the CLIENT in the course of performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or which were acquired by PMK independently from third parties not under any obligation to the CLIENT to keep such information confidential. The CLIENT agrees that PMK may use and publish the CLIENT's name and a general description of services performed with respect to the project in describing PMK's experience and qualifications to other clients and prospective clients.

13. OTHER CONTRACTORS

- a) PMK will not direct, supervise or control the work of other contractors or their subcontractors providing services at the Site. PMK's services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.
- b) PMK shall be responsible only for its activities and that of its employees or its subcontractors on any Site. Neither the professional activities nor the presence of PMK or its employees or subcontractors on a Site shall imply that PMK controls the operations of others, nor shall this be construed to be an acceptance by PMK of any responsibility for jobsite safety.

14. INSURANCE

PMK declares that it maintains workers' compensation, employer's liability insurance, comprehensive general and automobile liability insurance, and professional liability coverage. Certificates of insurance to provide evidence and amounts of the above general coverage shall be provided as mutually agreed upon between the parties to this Agreement.

15. INDEMNITY

- a) To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless each Indemnitee from and against all claims, damages, losses and expenses, whether direct, indirect or consequential arising out of or resulting from the services or work of PMK or any claims against PMK arising from the acts, omissions or work of others except to the extent of the negligence of PMK.
- b) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless PMK from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages brought by any person or entity, or claims against PMK which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter, except to the extent of the negligence of PMK.
- c) The obligations under this Section 16 and all other obligations to provide indemnity under this Agreement shall survive the termination of this Agreement.

16. LIMITATIONS OF LIABILITY

- a) PMK's total liability shall be limited to injury or loss caused by the negligence or willful misconduct of PMK. Furthermore, the parties agree that PMK has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollution or other dangerous substance or conditions at the Site, and its compensation hereunder is in no way commensurate with the potential risk or injury or loss that may be caused by exposures to such substances and/or conditions.
- b) PMK's liability for injury or loss arising from, out of or in any way relating to this Agreement from any cause(s) whatsoever, including, but not limited to, PMK's negligence, errors, omissions, strict liability, breach of contract or breach of any statutory duty or obligation, shall not exceed \$100,000.
- c) It should be expressly understood that this limitation of liability is agreed by PMK and the CLIENT to be a reasonable assumption of risk based on the fee structure outlined in this Agreement.
- d) In no event shall PMK be liable for incidental or consequential damages, including, without limitation, loss of use or loss of profits, incurred by the CLIENT or the CLIENT's subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of PMK.
- e) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other CLIENT directives.

17. INDEPENDENT CONTRACTOR

PMK is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner or joint venture. PMK is employed to render professional services only, as specified in the scope of services, and any payments made by the CLIENT are compensation solely for such services rendered. PMK's review or supervision of work prepared or performed by any individuals or firms employed by the CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

18. ASSIGNMENT

There shall be no assignment of the rights or obligations in this Agreement by CLIENT without the written consent of PMK, and any assignment, absent such consent, shall be null and void, and shall render the corresponding duties and obligations of PMK null and void.

19. DISCOVERY OF UNANTICIPATED CONTAMINATED MATERIALS

- a) Hazardous and/or radioactive materials, or certain types of hazardous and/or radioactive materials, may exist at the Site where there is no reason to believe they could or should be present. PMK and the CLIENT agree that the discovery of unanticipated hazardous and/or radioactive materials constitutes a changed condition mandating a renegotiation of the scope of services or, at PMK's option, warranting termination of services. PMK and the CLIENT also agree that the discovery of unanticipated hazardous and/or radioactive materials shall make it necessary for PMK to take immediate measures to protect human health and safety, and/or the environment, to the extent required by law. The CLIENT agrees that all reporting requirements as set forth by applicable local, state and federal statutes are solely the responsibility of the CLIENT.
- b) PMK agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive materials be encountered. The CLIENT encourages PMK to take any and all measures that in PMK's professional opinion are justified to preserve and protect the safety of PMK's personnel and the public, and/or the environment. Client shall indemnify and hold harmless each Indemnitee from any failure by Client to provide notice to any governmental agency or authority as required by law.
- c) The CLIENT agrees to compensate PMK for the additional costs of such work. In addition, the CLIENT waives any claim against PMK arising from PMK's encountering of unanticipated hazardous and/or radioactive materials or suspected hazardous and/or radioactive material. The CLIENT also agrees to compensate PMK for any time spent and expenses incurred by PMK in defense of any such claim, with such compensation to be based upon PMK's prevailing fee schedule and any associated direct costs.

20. DISPOSAL OF CONTAMINATED MATERIAL

All materials, samples and/or waste of, or containing, hazardous, toxic and/or radioactive contaminants are the property and responsibility of the CLIENT and shall be the responsibility of CLIENT respecting the proper disposal thereof. All laboratory and field equipment that cannot readily and adequately be cleaned of its hazardous, toxic and/or radioactive contaminants shall become the property and responsibility of the CLIENT. All waste, including all equipment as referenced herein that remains contaminated, shall be turned over to the CLIENT for proper disposal. All arrangements to ensure that waste is directly turned over to a licensed hazardous and/or radioactive waste transporter and/or disposal facility may be made by PMK at the CLIENT'S request, responsibility and expense. The CLIENT agrees that PMK has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous, toxic or radioactive substances found or identified at the Site and agrees to indemnify, defend and hold harmless Indemnitee from and against all loss, damage and expense arising out of the disposal of all such samples, waste and/or equipment, except to the extent caused by the gross negligence or willful misconduct of PMK.

21. DISPUTES

- a) All claims, disputes and other matters in question between the parties arising out of our relating to this Agreement or the breach thereof shall be addressed in the following manner:
 - i) The parties shall enter into good faith negotiations to select a method of dispute resolution other than litigation, such as, arbitration, mediation or other methods of alternative dispute resolution;
 - ii) In the event the parties are unable to agree on a method of dispute resolution other than litigation, such suit shall be brought in the Superior Court of the State of New Jersey and the parties agree to submit to the jurisdiction of such Court.

22. NOTICES

Any notice given hereunder shall be deemed served when delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified or duly posted regular mail, to the business address identified in the Proposal.

23. GOVERNING LAW

Unless otherwise provided in an attachment to this Agreement, the law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, and remedies for contract breach or any other claims related to this Agreement.

24. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than the CLIENT and PMK.

25. SEVERABILITY

If any term, condition or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

26. SIGNATURES

The signatories as identified in the proposal and/or other work orders, change orders or other CLIENT directives are the authorized representatives upon whose authority each party may rely in performance of this Agreement. Any information or notices as required or permitted under this Agreement are deemed to have been sufficiently given to either party if provided to the signatories at their referenced addresses, or to such parties and/or addresses as such signatories may subsequently designate.

O:\PMK SHARED\General Conditions\Willingboro Township 072106.doc

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
3rd day of April 2007

ATTEST:

FOR THE TOWNSHIP OF
WILLINGBORO

Marie Annese
MARIE ANNESE, Township Clerk

Jeffrey E. Ramsey
JEFFREY RAMSEY, Mayor

WITNESSED:

FOR PMK GROUP, INC.

Catherine Bilotti
State of New Jersey)
County of Union) SS

James Johnston, P.E.
Executive Vice President

I certify that on September 13 2007, James Johnston, P.E.
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.

Paula A. Cole
Notary Public of New Jersey

PAULA A. COLE
A Notary Public of New Jersey
My Commission Expires August 9, 2009

RESOLUTION NO. 2007 - 62

WHEREAS the Township of Willingboro has agreed to the establishment of a Length of Service Award Program (LOSAP) Deferred Compensation Plan; and

WHEREAS, this plan is to be made available to all bona fide eligible volunteers who are performing qualified services which is defined as fire fighting and prevention services, emergency medical services and ambulance services pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The establishment of this Length of Service Award Program will also comply with New Jersey Public Law 1997, Chapter 388 and the Length of Service Award Plan Document; and

WHEREAS the Township of Willingboro is required to effect a resolution which lists the names of eligible LOSAP participants; and

WHEREAS the Township of Willingboro is required to post the names of said eligible participants in the Office of the Township Clerk;

NOW, THEREFORE, BE IT RESOLVED that a certified copy of this resolution shall be posted in the Office of the Township Clerk and therefore satisfies the statutory requirements that the Township of Willingboro must meet in order to legally fulfill its LOSAP commitment to its eligible volunteers for FY2006.

LOSAP PARTICIPANTS

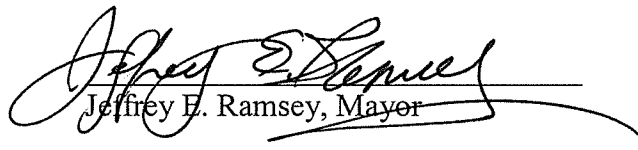
List of LOSAP Participants is attached.

BE IT FURTHER RESOLVED that the Finance Director will submit all necessary documents to the Director of the Division of Local Government Services in the State Department of Community Affairs for approval.

Attest:



Marie Annese, RMC
Township Clerk
Adopted April 10, 2007


Jeffrey E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

xxx-xx-	Last	First		Contribution 2006		
3455	ANDRADE	DAVID	J	1150		
3486	BALL	CYNTHIA	M	1090		
9469	BALL	CHRISTY	M	0		
5371	BANFORD	WILLIAM		0		
1562	BARON	DAWNMARIE		568		
4510	BENT	PAUL	J	1060		
1787	BOATEN	SCOTT		930		
7259	BORDEN	RONALD	L	0		
1838	BOTTON	HEATHER		0		
8016	BOYLE	THOMAS		0		
4985	BROWN	GREGORY	R	0		
6295	BUSSARD	HOWARD		0		
561	CARCASIO	CHRIST		1150		
281	CARNEY	JOHN	J	0		
5021	CARNEY	MARJORIE		0		
4580	CARROLL	JOHN	JR	0		
5819	CARVSO	ENRICO	I	0		
703	CHIOLAN	ADAM	C	0		
919	COLLINS	TERI	M	1120		
1967	COLLINS	JOHN	E	1150		
3110	COOK	ADAM		0		
6369	DERR	GEORGE	R	1150		
520	DUN	MAGNOLIA		0		
2163	DUNN	ROBERT	F	1063		
2028	ESTELOW	SHERRY		0		
14	FAMILIAR	PAUL	J	0		
4499	FIORDIMONDO	LEW		0		Remove
8938	FOX	HOWARD	N	1150		
4714	FOX	SHARON		1150		
7194	GALLANT	JOHN		0		Remove
9745	GASSER	KENNETH		1150		
3437	GOINS	KEVIN	J	0		
1349	GONTESKI	ROBIN		1150		
1228	GREENE	NATALIE		583		
1325	HAINES	WALTER	L	1150		
2183	HAMILTON	MICHEL		928		
7377	HAMILTON	AMANDA		1150		
8632	HARDY	LAWRENCE		1150		
4840	HARTMAN	MICHAEL		0		
4780	HAYS	JOHN	H	1150		
2695	HENNESSEE	MELAN		1150		
5356	HOFFBAUER	KENNE		0		
6842	HUDSON	JOHN	T	0		
493	INGERMAN	DR	PET	1150		
5036	JONES	DWAYNE	M	818		

	2045	JOO	TIMOTHY	F	1150		
	2489	KING	BRANDON	S	0		
	2246	KLEWOWICZ	JASON		0		
	5921	LAMB	REBECCA	A	510		
	2042	LEAR	THOMAS	A	1150		
	4325	LEYH	NANCY	D	0		
	7497	LOKKEN	REBECCA		0		Remove
	2555	MACK	VERNON		0		
	8752	MARTINEZ	SANDRA		0		
	6155	MASSAY	BILLY	J	0		
	9743	MITCHELL	SEAN		0		
	2114	MOORE	GLENN		530		
	9857	MORTON	THEODORE		1150		
	1633	NAULTY	BRIAN		0		
	6773	NEBLETT	RICARDO		1150		
	5172	NELINSON	DAVID		1150		
	3055	NELINSON	DENISE		1150		
	1819	O LEARY	MARY	BE	1150		
	2580	O'DONNELL	ERIN		1150		
	7570	OSTER	ALEXANDER		0		
	3646	PACHECO	JAMES	E	0		
	4727	PALMER	WILLIAM		520		
	57	PARTON	ROBERT	J	0		
	5576	PLAGGE	DAVID	G	0		
	9354	PRIDE	MIKEL	J	904		
	690	RABEAU	RICHARD		816		
	8308	RAWSON	CHARL	SR	0		
	11	RICHMOND	JEFFRE		0		
	846	ROBERTSON	MARK		717		
	7822	ROSALES	DIEGO		1150		
	7547	ROSARIO	ROBERT		1150		
	5508	RYDAROWKI	JAMES		0		
	9004	SABADO	RUDOLFO		1020		
	6495	SCHROEDER	GARY		0		
	9359	SMITH	AMANDA	M	0		
	9063	SPANIER	WILLIAM		0		
	7644	ST ELIEN	MARC		0		
	9719	STEWART	MICHAEL		617		
	7625	STRANG	ANDREA	M	0		Remove
	8852	THOMAS	TRICIA	J	0		Remove
	5491	TORRES	PEDRO	J	0		
	1526	TRAVIS	MICHAEL	SR	0		
	8944	VETTER	CHRISTOP		1150		
	8856	VETTER	TONI	A	0		
	4858	WATKINS	MARK		1150		
	8834	WHITALL	JAMES	W	1150		

RESOLUTION NO. 2007 – 63

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the **Club House Drive Storm Sewer Replacement**; and

WHEREAS, bids have been received, opened, and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Banner Construction, LLC, 9 Marcy Court, Sewell, NJ 08080 in the amount of \$33,472.00** as per the Township Engineer's attached recommendation; and

WHEREAS, the bid of the above has been found to be correct and satisfactory both in form and in content; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

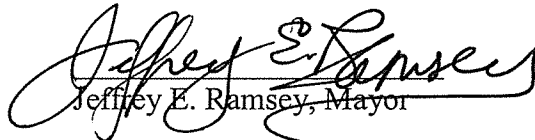
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of Willingboro, assembled in public session this 10th day of April, 2007, that the bid be accepted in the amount of \$33,472.00.

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

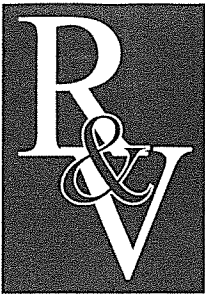
Attest:



Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			



Remington & Vernick Engineers
Remington, Vernick & Vena Engineers
Remington, Vernick & Beach Engineers
Remington, Vernick & Arango Engineers
Remington, Vernick & Walberg Engineers

EDWARD VERNICK, P.E., C.M.E., President
CRAIG F. REMINGTON, P.L.S., P.P., Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, P.E., P.P., C.M.E.
Edward J. Walberg, P.E., P.P., C.M.E.
Thomas F. Beach, P.E., C.M.E.
Richard G. Arango, P.E., C.M.E.

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES
John J. Cantwell, P.E., P.P., C.M.E.
Alan Dittenhofer, P.E., P.P., C.M.E.
Frank J. Seney, Jr., P.E., P.P., C.M.E.
Terence Vogt, P.E., P.P., C.M.E.
Dennis K. Yoder, P.E., P.P., C.M.E.
Charles E. Adamson, P.L.S., A.E.T.
Kim Wendell Bibbs, P.E., C.M.E.
Marc DeBlasio, P.E., P.P., C.M.E.
Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
Engineers**

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

15-33 Halsted Street
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

**Remington, Vernick
& Vena Engineers**

9 Allen Street
Tomis River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jicama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

**Remington, Vernick
& Walberg Engineers**

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

**Remington, Vernick
& Beach Engineers**

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

102 West Allen Street
Mechanicsburg, PA 17055
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Commonwealth Bldg.
260 Chapman Road, Ste. 104F
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

**Remington, Vernick
& Arango Engineers**

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

March 27, 2007

Ms. Joanne Diggs, Acting Township Manager
Township of Willingboro
Municipal Complex
1 Salem Road
Willingboro, NJ 08046

**Re: Township of Willingboro
Club House Drive Storm Sewer Replacement
Our File #0338-T-046**

Dear Ms. Diggs:

We have tabulated the bids received on March 16, 2007, with reference to the above-captioned project and find the low bidder to be Banner Construction, LLC, 9 Marcy Court, Sewell, NJ 08080 in the amount of \$33,472.00.

Banner Construction LLC's bid form contained a typographical error in their unit price for Item #19, Topsoiling, 4" Thick. The unit price in their bid form was written as \$40.40/sy, which would have changed the total cost for item #19 to \$14,140.00. However, the total amount indicated on the bid form was \$1,417.50. Their typo also would have changed the Base Bid Amount for the Total Construction Cost from \$33,472.00 (which is the amount indicated on the bid form) to \$46,194.50.

New Jersey legislation, a copy of which is attached for your review, indicates that the total bid amount submitted on a contractor's bid form holds as their final costs for the total construction costs, despite numerical errors in the bid form. If there are numerical errors in the bid form, the contractor has the option to decline or accept the contract based on their final number indicated in the bid, contingent upon review and approval of the Township Solicitor. However, if the Contractor declines the contract, the contract can be awarded to the next lowest bidder, or the project may be re-bid altogether as determined by the Township Solicitor. In addition, if the contractor accepts the contract, the total bid amount will hold and remain as written on the bid form. The necessary calculations will be performed, working backwards from the bid amount, to determine the corrected/amended unit price that the contractor would perform work for that particular item.



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www.rve.com

Township of Willingboro
Page 2
March 27, 2007

Our office has discussed the issue with Banner Construction, LLC regarding the numerical error for Item #19, and they confirmed it was a typographical error in their bid form. The company intended to write \$4.04 instead of \$40.40. Additionally, they confirmed to our office their total cost for Item #19 written on the bid form in the amount of \$1,417.50 was correct. Lastly, their bid amount for the total construction costs in the amount of \$33,472.00 was also correct.

With the consideration that the Solicitor's Office finds this to be acceptable, our office has no objections regarding Banner Construction, LLC's bid. Accordingly, we recommend award to Banner Construction LLC, 9 Marcy Court, Sewell, NJ 08080 in the amount of \$33,472.00.

This recommendation is subject to the Solicitor's review, and funds being available.

Our office has attached a revised bid tabulation which reflects the amended unit price and costs in "**BOLD**".

If you have any questions, please feel free to call me at (856) 795-9595.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate

KWB/SMP/el

Enclosures

cc: Marie Annese, Clerk
Mayor & Council, c/o Marie Annese, Clerk
Michael Armstrong, Township Solicitor
Eric Berry, Deputy Township Manager
Richard Brevogel, Director of Public Works
Barbara Lightfoot, Finance Director
Richard G. Arango
Syreeta Paul
George LaPorte
Raymond D. Longmore

BIDFORM

Pursuant to and in compliance with your Advertisement for Bids dated February 27, 2007, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the Club House Drive Storm Sewer Pipe Replacement as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the TOWNSHIP OF WILLINGBORO, or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices must be exact.

Contract Time: FOURTY FIVE (45) Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days:	\$500 per calendar day
Sixteen (16) to Thirty (30) Days:	\$1,000.00 per calendar day
Greater Than Thirty (30) Days:	\$2,000.00 per calendar day

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	CLEARING SITE	\$ 2600	\$ 2600
2	0	0	NO ITEM	\$ 0	\$ 0
3	60	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	\$ 1340	\$ 804
4	15	TON	HOT MIX ASPHALT BASE COURSE, MIX I-2, 4" THICK	\$ 72.20	\$ 1083
5	10	TON	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	\$ 87	\$ 870
6	1	LS	SOIL EROSION & SEDIMENT CONTROL MEASURES	\$ 780	\$ 780
7	10	GAL	TACK COAT	\$ 10	\$ 100
8	15	GAL	PRIME COAT (IF & WHERE DIRECTED)	\$ 1	\$ 15
9	190	LF	18" HIGH DENSITY POLYETHYLENE PIPE, A.D.S. TYPE N-12, OR APPROVED EQUAL	\$ 30	\$ 5700
10	1	UN	INLETS, TYPE "E"	\$ 2100	\$ 2100
11	1	UN	INLETS, TYPE "B"	\$ 1900	\$ 1900
12	1	UN	MANHOLES	\$ 1850	\$ 1850

13	50	LF	MONOLITHIC ROLLED CURB & GUTTER	\$ 57.60	\$ 2880
14	0	N/A	NO ITEM	\$ 0	\$ 0
15	0	N/A	NO ITEM	\$ 0	\$ 0
16	0	N/A	NO ITEM	\$ 0	\$ 0
17	0	N/A	NO ITEM	\$ 0	\$ 0
18	0	N/A	NO ITEM	\$ 0	\$ 0
19	350	SY	TOPSOILING, 4" THICK	\$ 40.40	\$ 1417.50
20	350	SY	SODDING	\$ 8.15	\$ 2852.50
21	150	SY	STRAW MULCHING (IF & WHERE DIRECTED)	\$ 1	\$ 150
22	150	SY	FERTILIZING & SEEDING, TYPE A-3 (IF & WHERE DIRECTED)	\$ 3.40	\$ 510
23	2	UN	TREE REMOVAL, OVER 12" TO 18" DIAMETER	\$ 750	\$ 1500
24	1	LS	MAINTENANCE & PROTECTION OF TRAFFIC	\$ 1500	\$ 1500
25	2	UN	SWING GATES, CHAIN-LINK FENCE, ALUMINUM-COATED STEEL, 5' WIDE	\$ 1100	\$ 2200
26	80	LF	CHAIN-LINK FENCE, ALUMINUM-COATED STEEL, 4' HIGH	\$ 34.50	\$ 2760

Total Amount Bid Based on Estimated Quantities, Items #1 - #26, Inclusive

\$ 33,472

Thirty Three thousand, Four hundred Seventy Two

TOTAL AMOUNT BID WRITTEN OUT

S. J. J.
SIGNATURE

Sean Grady Estimator
NAME & TITLE (TYPE OR PRINT)

3/6/07
BID DATE

Baner Construction LLC
COMPANY NAME

MEMORANDUM

TO: K. Wendell Bibbs
Frank J. Seney

FROM: Elaine E. Lashley

RE: Township of Willingboro
Club House Drive Storm Sewer Pipe Replacement
Project No: 0338T046

DATE: March 20, 2007

I have reviewed the bids submitted for the above-referenced project and have found an apparent error and/or omission. There is a mathematical error on Line 19 on the Bid Form submitted by Baner Construction. ($350 \times \$40.40 = \$14,140.00$). The correct bid amount should have been \$46,194.50, whereas \$33,472.00 was submitted. A copy of the bid tabulation has been attached for your review.

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Baner Construction LLC	\$33,472.00
Shore Connection, Inc.	\$69,025.00
Mathis Construction Co., Inc.	\$69,370.25
RTW Construction, Inc.	\$73,015.00
Spencer V. Maussner, Inc.	\$79,797.97
Crown Pipeline Construction Co.	\$86,000.00
 The average bid price is:	 \$68,446.70
Engineer's Estimate for this project:	\$53,250.00

The lowest bidder is:	Baner Construction LLC
The highest bidder is:	Crown Pipeline Construction Co.

R

V

REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME: STORM SEWER PIPE REPLACEMENT, MAINBRIDGE LANE & CLUB HOUSE DR.

PROJECT NUMBER: 0338T045 & 0338T046

CLIENT: TOWNSHIP OF WILLINGBORO

CLIENT: TOWNSHIP OF WILLINGBORO				Baner Construction LLC 9 Marcy Court Sewell, NJ 08080 (856-875-5578) ((BB, CS, SS, etc.))			Shore Connection, Inc. 304 Forge Road, Unit 10 West Creek, NJ 08092 (609-294-9582) ((BB, CS, SS, etc.))		Mathis Construction Co., Inc. 1510 Route 539, Suite 1 Little Egg Harbor, NJ 08087 (609-296-3728) ((BB, CS, SS, etc.))		RTW Construction, Inc. 16 Old Red Lion Road Southampton, NJ 08088 (609-859-4138) ((BB, CS, SS, etc.))		Spencer V. Maussner, Inc. 35 A East Main Street Marlton, NJ 08053 (856-983-6020) ((BB, CS, SS, etc.))		Crown Pipeline Construction Co. P. O. Box 39 Franklinville, NJ 08322 (856-694-9200) ((BB, CS, SS, etc.))		
#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	As Bid	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	UNITS PRICE	TOTAL	
1	CLEARING SITE	1	LS	\$2,500.00	\$2,500.00	\$1,417.50	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$4,300.00	\$4,300.00	
2	NO ITEM	0	0	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	60	SY	\$13.40	\$804.00		\$7.50	\$450.00	\$22.00	\$1,320.00	\$31.00	\$1,860.00	\$0.01	\$0.60	\$8.00	\$480.00	
4	HOT MIX ASPHALT BASE COURSE, MIX I-2, 4" THICK	15	TON	\$72.20	\$1,083.00		\$100.00	\$1,500.00	\$185.00	\$2,775.00	\$90.00	\$1,350.00	\$0.01	\$0.15	\$250.00	\$3,750.00	
5	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	10	TON	\$87.00	\$870.00		\$200.00	\$2,000.00	\$450.00	\$4,500.00	\$90.00	\$900.00	\$0.01	\$0.10	\$400.00	\$4,000.00	
6	SOIL EROSION & SEDIMENT CONTROL MEASURES	1	LS	\$780.00	\$780.00		\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,700.00	\$1,700.00	\$4,896.87	\$4,896.87	\$500.00	\$500.00	
7	TACK COAT	10	GAL	\$10.00	\$100.00		\$5.00	\$50.00	\$0.01	\$0.10	\$25.00	\$250.00	\$0.01	\$0.10	\$1.00	\$10.00	
8	PRIME COAT (IF & WHERE DIRECTED)	15	GAL	\$1.00	\$15.00		\$5.00	\$75.00	\$0.01	\$0.15	\$25.00	\$375.00	\$0.01	\$0.15	\$1.00	\$15.00	
9	18" HIGH DENSITY POLYETHYLENE PIPE, A.D.S. TYPE N-12, OR APPROVED EQUAL	190	LF	\$30.00	\$5,700.00		\$110.00	\$20,900.00	\$95.00	\$18,050.00	\$212.00	\$40,280.00	\$100.00	\$19,000.00	\$140.00	\$26,600.00	
10	INLETS, TYPE "E"	1	UN	\$2,100.00	\$2,100.00		\$4,000.00	\$4,000.00	\$3,530.00	\$3,530.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	
11	INLETS, TYPE "B"	1	UN	\$1,900.00	\$1,900.00		\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$4,600.00	\$4,600.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	
12	MANHOLES	1	UN	\$1,850.00	\$1,850.00		\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	
13	MONOLITHIC ROLLED CURB & GUTTER	50	LF	\$57.60	\$2,880.00		\$25.00	\$1,250.00	\$51.00	\$2,550.00	\$38.00	\$1,900.00	\$30.00	\$1,500.00	\$35.00	\$1,750.00	
14	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
15	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
16	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
17	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18	NO ITEM	0	N/A	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
19	TOPSOILING, 4" THICK	350	SY	\$40.40	\$14,140.00		\$5.00	\$1,750.00	\$10.00	\$3,500.00	\$6.00	\$2,100.00	\$3.00	\$1,050.00	\$20.00	\$7,000.00	
20	SODDING	350	SY	\$8.15	\$2,852.50		\$9.00	\$3,150.00	\$12.00	\$4,200.00	\$3.00	\$1,050.00	\$10.00	\$3,500.00	\$15.00	\$5,250.00	
21	STRAW MULCHING (IF & WHERE DIRECTED)	150	SY	\$1.00	\$150.00		\$3.00	\$450.00	\$1.00	\$150.00	\$1.50	\$225.00	\$1.00	\$150.00	\$1.00	\$150.00	
22	FERTILIZING & SEEDING, TYPE A-3 (IF & WHERE DIRECTED)	150	SY	\$3.40	\$510.00		\$3.00	\$450.00	\$1.00	\$150.00	\$1.50	\$225.00	\$2.00	\$300.00	\$1.00	\$150.00	
23	TREE REMOVAL, OVER 12" TO 18" DIAMETER	2	UN	\$750.00	\$1,500.00		\$1,200.00	\$2,400.00	\$3,050.00	\$6,100.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	
24	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$1,500.00	\$1,500.00		\$3,000.00	\$3,000.00	\$4,425.00	\$4,425.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,245.00	\$1,245.00	

R

V

REMINGTON & VERNICK ENGINEERS
BID TABULATION

PROJECT NAME: STORM SEWER PIPE REPLACEMENT, MAINBRIDGE LANE & CLUB HOUSE DR.

PROJECT NUMBER: 0338T045 & 0338T046

CLIENT: TOWNSHIP OF WILLINGBORO

CLIENT: TOWNSHIP OF WILLINGBORO				Baner Construction LLC 9 Marcy Court Sewell, NJ 08080 (856-875-5578) ((BB, CS, SS, etc.))				Shore Connection, Inc. 304 Forge Road, Unit 10 West Creek, NJ 08092 (609-294-9582) ((BB, CS, SS, etc.))		Mathis Construction Co., Inc. 1510 Route 539, Suite 1 Little Egg Harbor, NJ 08087 (609-296-3728) ((BB, CS, SS, etc.))		RTW Construction, Inc. 16 Old Red Lion Road Southampton, NJ 08088 (609-859-4138) ((BB, CS, SS, etc.))		Spencer V. Maussner, Inc. 35 A East Main Street Marlton, NJ 08053 (856-983-6020) ((BB, CS, SS, etc.))		Crown Pipeline Construction Co. P. O. Box 39 Franklinville, NJ 08322 (856-694-9200) ((BB, CS, SS, etc.))			
				UNITS PRICE		TOTAL		As Bid		UNITS PRICE		TOTAL		UNITS PRICE		TOTAL		UNITS PRICE	
25	SWING GATES, CHAIN-LINK FENCE, ALUMINUM- COATED STEEL, 5' WIDE			2	UN	\$1,100.00	\$2,200.00		\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$400.00	\$800.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	
26	CHAIN-LINK FENCE, ALUMINUM- COATED STEEL, 4' HIGH			80	LF	\$34.50	\$2,760.00		\$20.00	\$1,600.00	\$24.00	\$1,920.00	\$25.00	\$2,000.00	\$30.00	\$2,400.00	\$35.00	\$2,800.00	
TOTAL CONSTRUCTION COST						\$46,194.50					\$69,025.00				\$73,015.00				\$79,797.97

Submitted Bid Amount \$33,472.00 *

* Mathematical Error

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 04/10/07

Resolution Number: 2007-63

Vendor: BANNER BANNER CONSTRUCTION LLC
9 MARCY COURT
SEWELL, NJ 08080

Contract: 07-00002 BANNER- CLUB HOUSE DR STORM
SEWER REPLACEMENT

Account Number	Amount	Department Description
C-04-55-905-004-920	33,472.00	GENERAL CAPITAL 2005
Total	33,472.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer (Acting)

RESOLUTION NO. 2007 - 64

**A RESOLUTION AWARDING A BID FOR TWO NEW DUMP TRUCKS FOR
THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for two new Dump Trucks; and

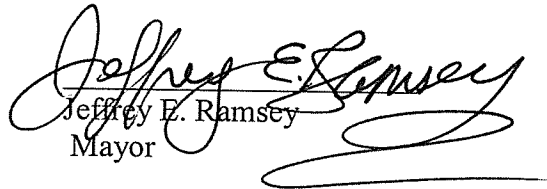
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Freedom International Trucks, 6607 New State Road, Philadelphia, Pa. 19135** in the amount of \$142,890 per unit for a total bid price of \$285,780; and

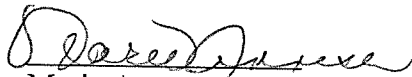
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of April, 2007, that the bids be accepted as per the attached bid return sheets and recommendation; and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

March 28, 2007

*Received
Sup/Dpw/2nd
(Award 4/10/07)*

TO: Ms. Joanne Diggs,
Acting Township Manager

FROM: Rich Brevogel
Supt Public Works

Reference: Rewarding of Bids for New Dump Trucks DPW



Ms. Diggs,

Based on a review of the bid for the purchase of two new Dump Trucks with Sur Flo Dump bodies and power angle plows I would recommend we accept and award the bid from:

Freedom International Trucks
6607 New State Road
Philadelphia, PA 19135

If you need any additional information please let me know. Thanks

[Handwritten signature]
3/28/2007

Richard Brevogel
Director Public Works

Cc; Ms. Marie Annese, Municipal Clerk

2007 DPW Truck Bids

MARCH 13 2007

Freedom International

Chassis Cab

International Model #7400 SFA -4x2
or Approved Equivalent

Purchase Price

Warranty

2 year / Unlimited Miles

7 year / 70,000 mile (2700 engine hrs)
on Engine and Electronics

Transmission 5 year unlimited mileage
100% parts and Labor

5 year Rust Thru warranty on Cab

7 year Rust thru warranty on Frame
Rail

Specialized Dump Body

Dehart / Air Flo or Equal Stainless
Steel Flo-N-Dump Body

Central Control Hydraulic System

Telescopic Hoist

Dump Body and Hydraulic Checklist

Snow Plow

Good Roads Model 120M Snow Plow
or Equivalent Power Angling 120M
Full Curvature Plow

DOCUMENTS SUBMITTED

Bid Guarantee

Certificate Consent of Surety

Disclosure Statement

Non-Collusion

Affirmative Action

N. Business Registration Cert.

Certificate of Employee Info Rep.

Tax Identification Number

✓
✓
✓
✓
✓
✓
✓

2007 DPW Truck Bids

Chassis Cab

International Model #7400 SFA -4x2
or Approved Equivalent

Purchase Price

\$142,890.00

per unit

\$285,780.00

For 2 Trucks

Warranty

2 year / Unlimited Miles

7 year / 70,000 mile (2700 engine hrs)
on Engine and Electronics

Transmission 5 year unlimited mileage
100% parts and Labor

5 year Rust Thru warranty on Cab

7 year Rust thru warranty on Frame
Rail

Included in Price

Included in Price

Included in Price

Included in Price

Included in Price

Included in Price

Specialized Dump Body

Dehart / Air Flo or Equal Stainless
Steel Flo-N-Dump Body

Central Control Hydraulic System
Telescopic Hoist

Dump Body and Hydraulic Checklist

Included in Price

Included in Price

Included in Price

Included in Price

Snow Plow

Good Roads Model 120M Snow Plow
or Equivalent Power Angling 120M
Full Curvature Plow

Included in Price

DOCUMENTS SUBMITTED

Bid Guarantee

Certificate Consent of Surety

Disclosure Statement

Non-Collusion

Affirmative Action

N. Business Registration Cert.

Certificate of Employee Info Rep.

Tax Identification Number

FREEDOM INTERNATIONAL TRUCKS

6601 New State Rd

Philadelphia PA 19135

Sworn to and subscribed before me
this 12th day of Nov 2007

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CAROL A. D'ANGELO, Notary Public

City of Philadelphia, Phila. County

My Commission Expires February 16, 2009

Delivery B Be 180-250
ADD.

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

March 28, 2007

TO: Ms. Joanne Diggs,
Acting Township Manager

FROM: Rich Brevogel
Supt Public Works


✓

Reference: Rewarding of Bids for New Dump Trucks DPW

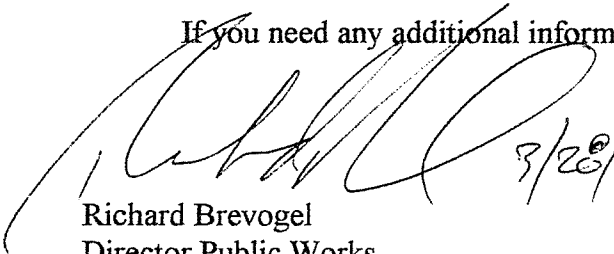


Ms. Diggs,

Based on a review of the bid for the purchase of two new Dump Trucks with Sur Flo Dump bodies and power angle plows I would recommend we accept and award the bid from:

Freedom International Trucks
6607 New State Road
Philadelphia, PA 19135

If you need any additional information please let me know. Thanks


3/28/2007

Richard Brevogel
Director Public Works

Cc; Ms. Marie Annese, Municipal Clerk

Certification Of Availability of Funds

This is to certify to the of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 04/10/07


Resolution Number: 2007-64

Vendor: FREED050 FREEDOM INTERNATIONAL TRUCKS
6601 NEW STATE ROAD
PHILADELPHIA, PA 19135

Contract: 07-00003 FREEDOM- 2 DUMP TRUCKS

Account Number	Amount	Department Description
C-04-55-906-005-905	285,780.00	GENERAL CAPITAL 2006
Total	285,780.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer (ACTING)

RESOLUTION NO. 2007- 65

**TOWNSHIP OF WILLINGBORO RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE
MATTERS OF 240/242 FRANKLIN AVENUE LLC, COLONIAL COURT
APARTMENTS, LLC, V. TOWNSHIP OF WILLINGBORO, TOWNSHIP OF
WILLINGBORO PLANNING BOARD AND TOWNSHIP OF WILLINGBORO V.
WILLINGBORO MALL, LTD, ET AL.**

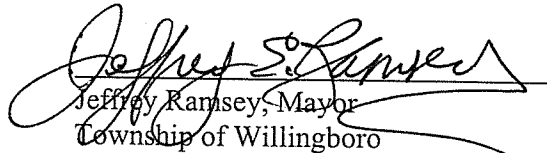
WHEREAS, the Township Council of the Township of Willingboro and the parties in the matters of 240/242 Franklin Avenue LLC, Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board and Township of Willingboro vs. Willingboro Mall, LTD., et al., consolidated under Docket No. L-000581-06, are desirous of settling issues underlying the litigation in these matters, pursuant to a previously executed Consent Order; and

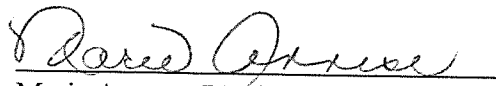
WHEREAS, counsel for the respective parties have negotiated an Agreement resolving the outstanding issues, the terms of which are set forth within a document entitled "Agreement," a copy of which is attached hereto; and

WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 10th day of April, 2007, that the Township Council authorizes its Mayor and Clerk, to execute the Agreement on behalf of the Township of Willingboro thereby settling the lawsuits entitled, "240/242 Franklin Avenue, Colonial Court Apartments, LLC, v. Township of Willingboro, Township of Willingboro Planning Board, Docket No. L-00581-06 and 'Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Festival Market, LLC, Rov Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC. John Does 12-50 and ABC, Corporations 1-50," Docket No. L-000581-06 both in the Superior Court of New Jersey Law Division, Burlington County.

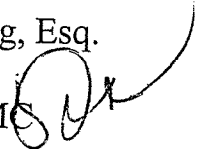
BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to all parties to the litigation for their information and attention.


Jeffrey Ramsey, Mayor
Township of Willingboro


Marie Annese, RMC,
Clerk Township of Willingboro

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			

Interoffice Memorandum

MEMO TO: Michael Armstrong, Esq.
FROM: Marie Annese, RMS 
DATE: April 13, 2007
SUBJECT: Agreement Regarding Grand Market Place

With regard to the above, attached are three certified copies of Resolution No. 2007 – 65 which was adopted by Willingboro Township Council at their meeting of April 10, 2007. Also attached are two copies of the agreement with original signatures. One copy will be attached to the original Resolution.

/ma
Att.



MA
LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP
Email: dem@armstronglawfirm.com



September 27, 2007

Michael J. McKenna, Esquire
State Highway 38 and Longwood Avenue
648 Longwood Avenue
Cherry Hill, New Jersey 08002

RE: Willingboro Festival Market
My File. No.: 530-117-06

Dear Mr. McKenna:

Enclosed for your records please find:

1. One Original Executed Agreement between the Township of Willingboro and Grand Market Place, incorporating the Consent Order of April 2006 and for Construction of sign monuments for Grand Market Place;
2. One Original Executed Amendment to Agreement; and
3. One Certified copy of Resolution 2007-65 which authorizes the execution of the Agreement with copies of: Exhibit A - April 20, 2006 Consent Order to the Agreement; Exhibit B - Proposed Sign Details, SK1 SIGN #1, SK3 SIGN#3, and SK4; and Exhibit C - Proposed Sign Details with all revisions as of March 13, 2007 entitled SK2 OPTIONAL SIGN #2.

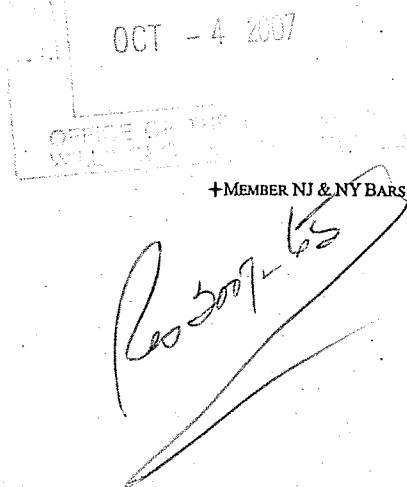
If you have any questions please feel free to contact my office.

Very truly yours,

Cristal Holmes-Bowie

CHB/mnb
Enclosure

cc: Wendell Bibbs, Twp. Engineer
Council, Mayor & Manager
Marie Annese, Township Clerk



**AMENDMENT TO THE
AGREEMENT**

Don
Jal **THIS AMENDMENT TO THE AGREEMENT**, hereinafter the Amendment, is made and dated on, August ~~24~~²⁹ 2007 between 240/242 FRANKLIN AVENUE, LLC, a New York Limited Liability Company authorized to do business in the State of New Jersey, and COLONIAL COURT APARTMENTS, LLC, a Delaware Limited Liability Company authorized to do business in the State of New Jersey, hereinafter referred to as the "Owners" whose address is 459 Route 38 West, Maple Shade, New Jersey 08052 and the TOWNSHIP OF WILLINGBORO, a New Jersey Municipal Corporation, hereinafter referred to as the "Township" whose address is Municipal Complex, One Salem Road, Willingboro, New Jersey 08046.

WITNESSETH:

WHEREAS, Owners and Township entered into a certain Agreement dated April 27, 2007, (hereinafter referred to as the "Agreement") duly executed by the parties; and

WHEREAS, due to various delays, due to reasons including, but not limited to, the approval process, time required by the professional architects and engineers services and the permitting process, an extension is required of the June 1, 2007 date stated in the Agreement as the date when the signs were to be constructed and placed on the property; and

WHEREAS, the permit applications for the demolition of the existing pylons, the construction of the foundation(s) for the new signs, the electrical work related to the new signs and the installation of the new signs have been filed with the Township Construction Office; and

WHEREAS, Owners and Township have agreed to an extension of the June 1, 2007 completion date and thereby changes to the terms and conditions of the Agreement and wish to amend the Agreement's terms and conditions as set forth herein.

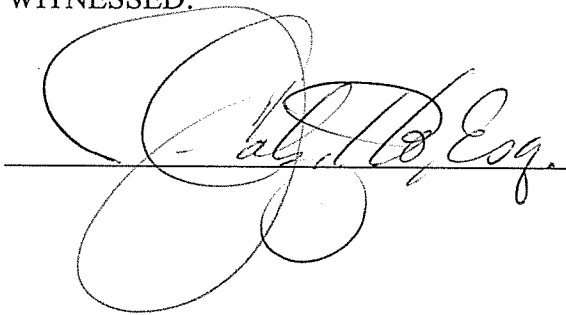
NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, the mutual covenants, terms and conditions set forth herein, and other good and valuable considerations in hand received by each party from the other, the receipt, adequacy and sufficiency of which is hereby mutually acknowledged, Owners and Township hereby covenant and agree as follows:

1. The Township and Owner hereby confirm and agree to extend the date the signs are to be constructed and placed on the property as required by the Agreement from June 1, 2007 to within one hundred twenty (120) days from the later of the date the Township of Willingboro approves the letter of credit and accepts the cash payment required under the Agreement in the amount of \$250,000.00 or issues the permit(s) for the demolition of the existing pylons, the construction of the foundation(s) for the signs, the electrical work related to the signs and the installation of the new signs.

2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile production of any signed counterpart of this Amendment shall be binding upon the parties.
3. The remaining terms and provisions of the Agreement are hereby affirmed by Owner and Township, excepting that the terms and provisions of this Amendment shall supercede the terms and provisions of the Agreement as above indicated and where the terms of the Agreement and this Amendment conflict, the terms of this Amendment shall prevail.
4. This Amendment shall be construed without regard to any presumption or other rule requiring construction against any party causing this Amendment to be drafted.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment intending it to be an instrument under seal on the date set forth under their respective signatures.

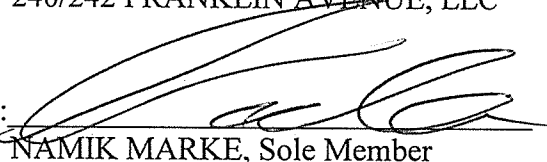
WITNESSED:



OWNERS:

240/242 FRANKLIN AVENUE, LLC

By:

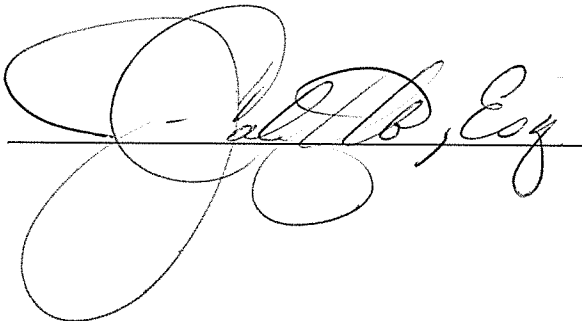


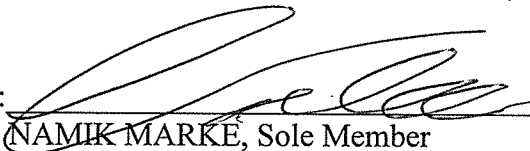
NAMIK MARKE, Sole Member

Dated: August _____, 2007

COLONIAL COURT APARTMENTS, LLC

By:

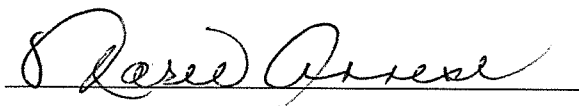




NAMIK MARKE, Sole Member

Dated: August _____, 2007

TOWNSHIP :



TOWNSHIP OF WILLINGBORO

By:



JEFFREY RAMSEY, Mayor

Dated: August 4, 2007

Sept

RESOLUTION NO. 2007- 65

**TOWNSHIP OF WILLINGBORO RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE
MATTERS OF 240/242 FRANKLIN AVENUE LLC, COLONIAL COURT
APARTMENTS, LLC, V. TOWNSHIP OF WILLINGBORO, TOWNSHIP OF
WILLINGBORO PLANNING BOARD AND TOWNSHIP OF WILLINGBORO V.
WILLINGBORO MALL, LTD, ET AL.**

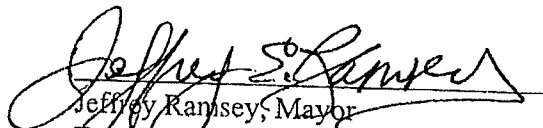
WHEREAS, the Township Council of the Township of Willingboro and the parties in the matters of 240/242 Franklin Avenue LLC, Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board and Township of Willingboro vs. Willingboro Mall, LTD., et al., consolidated under Docket No. L-000581-06, are desirous of settling issues underlying the litigation in these matters, pursuant to a previously executed Consent Order; and

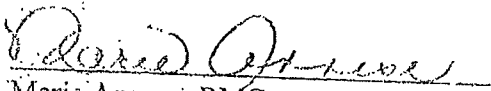
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WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 10th day of April, 2007, that the Township Council authorizes its Mayor and Clerk, to execute the Agreement on behalf of the Township of Willingboro thereby settling the lawsuits entitled, "240/242 Franklin Avenue, Colonial Court Apartments, LLC, v. Township of Willingboro, Township of Willingboro Planning Board, Docket No. L-00581-06 and Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Festival Market, LLC, Rov Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50," Docket No. L-000581-06 both in the Superior Court of New Jersey Law Division, Burlington County.


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Jeffrey Ramsey, Mayor
Township of Willingboro

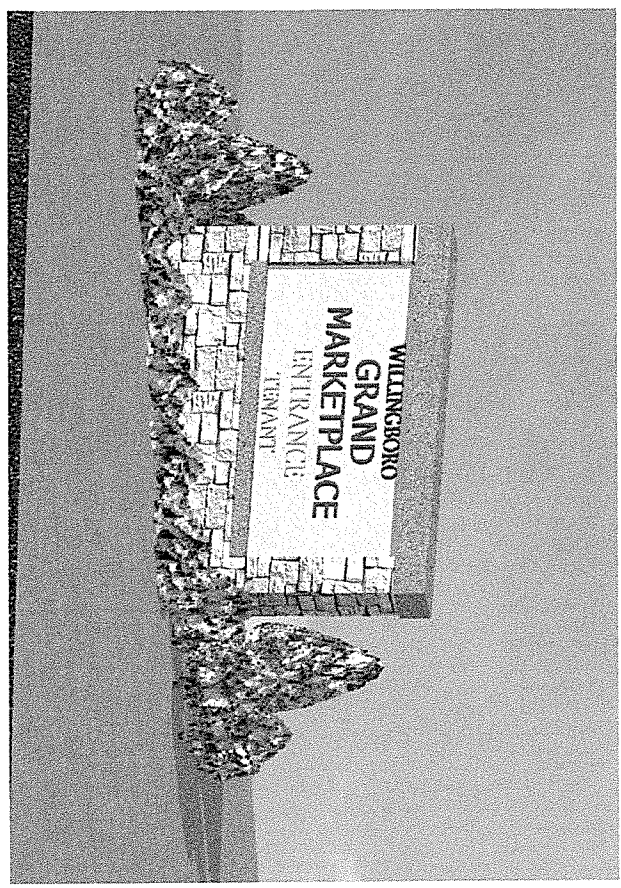
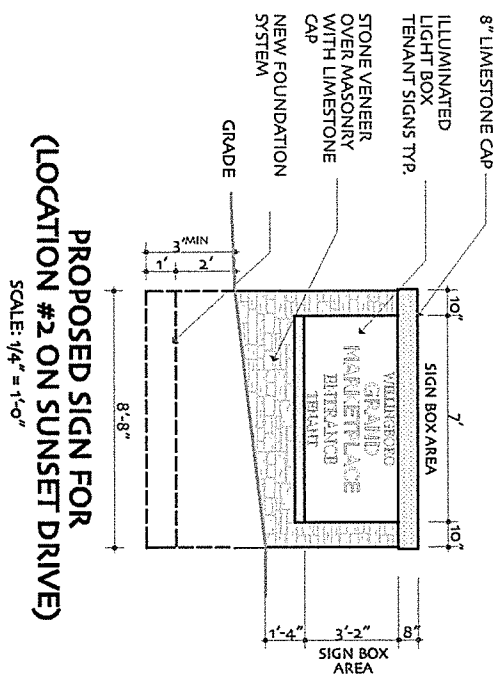
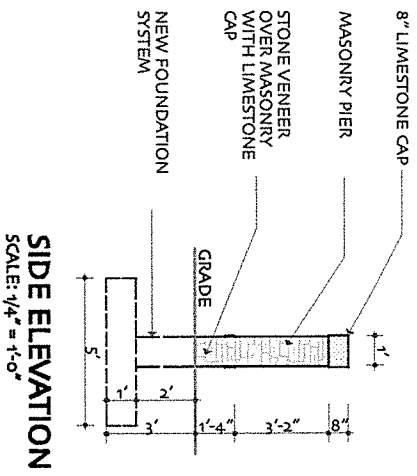

Marie Annese, RMC,
Clerk, Township of Willingboro

COPIES OF RESOLUTION ADOPTED

WILLINGBORO TOWNSHIP COUNCIL ON 4/10/07

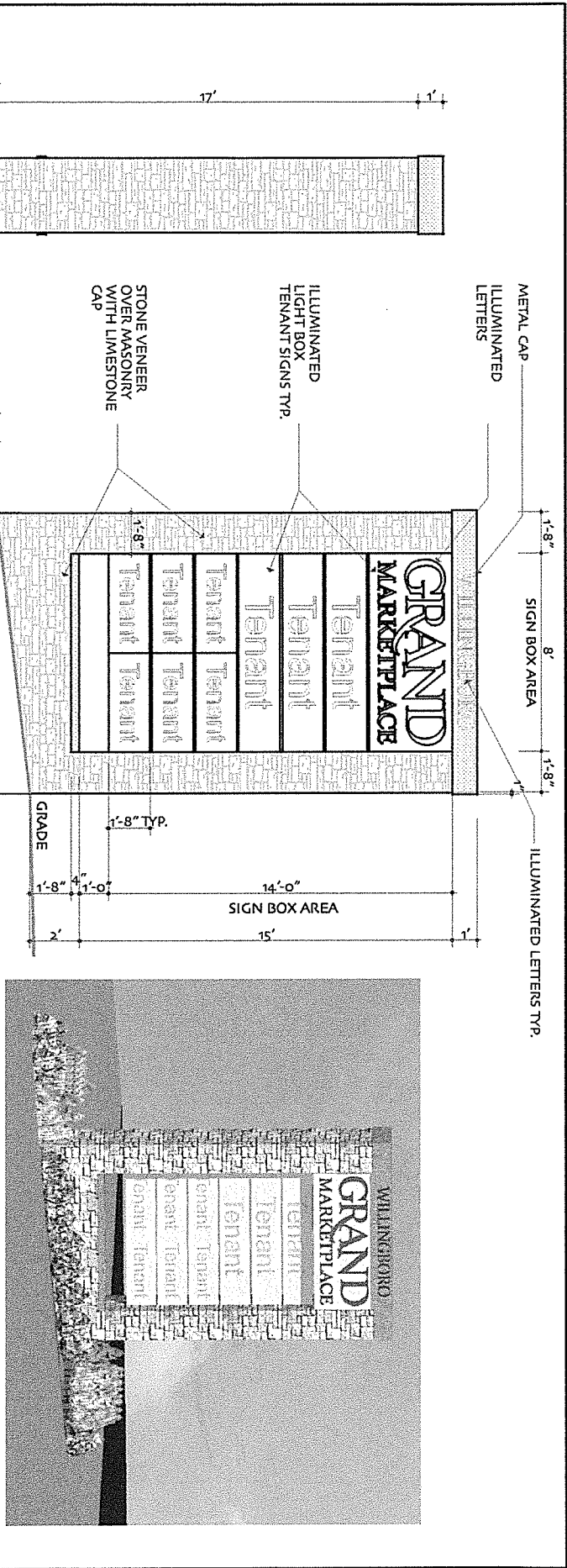

TOWNSHIP CLERK

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			



PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS		JOSEPH G. MARRA ARCHITECT 22 HOWARD BOULEVARD, SUITE 203 MOUNT ARLINGTON, NJ 07866 (973) 770-6800		REVISIONS:		SCALE: AS NOTED		PROJECT NO.: 05-36	
DRAWING: OPTIONAL SIGN #2		JOSEPH G. MARRA, AIA NJA10814+		DATE:		3-9-07 REV. PER COUNCIL MEETING COMMENTS ON 3-6-07		DRAWN BY: SOB	
						3-13-07 REV. PER ENGINEERS COMMENTS ON 3-12-07		SHEET:	
								DATE: 3-6-07	
								SK2	

* OPTIONAL SIGN *



SIDE ELEVATION

PROPOSED SIGN FOR (LOCATION #3)

SCALE: 1/4" = 1'-0"

PROJECT:
GRAND MARKETPLACE
PROPOSED SIGN DETAILS

DRAWING:
SIGN #3

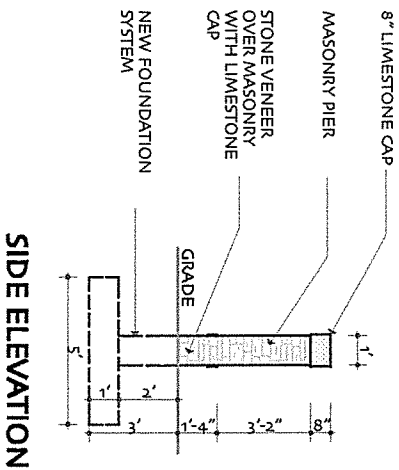
JOSEPH G. MARRA
ARCHITECT
22 HOWARD BOULEVARD, SUITE 203
MORTON ARLINGTON, NJ 07866
(973) 770-6800

JOSEPH G. MARRA, AIA DATE

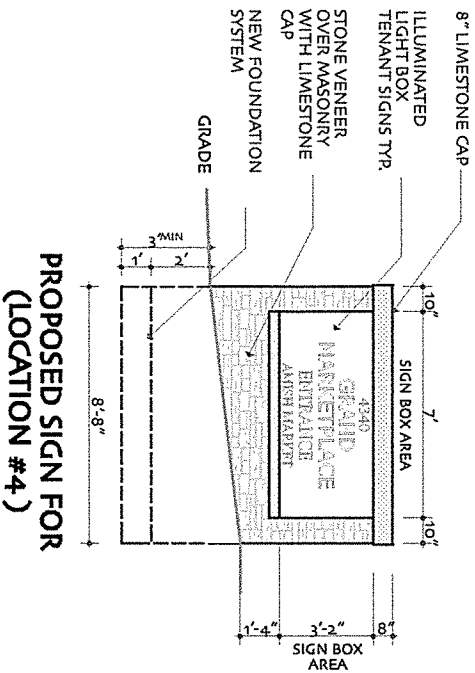
REVISIONS:	
1	3-9-07 REV. PER COUNCIL MEETING COMMENTS ON 3-6-07
2	3-13-07 REV. PER ENGINEERS COMMENTS ON 3-12-07
3	
4	

SCALE:
AS NOTED
DRAWN BY:
SOB
DATE:
3-9-07

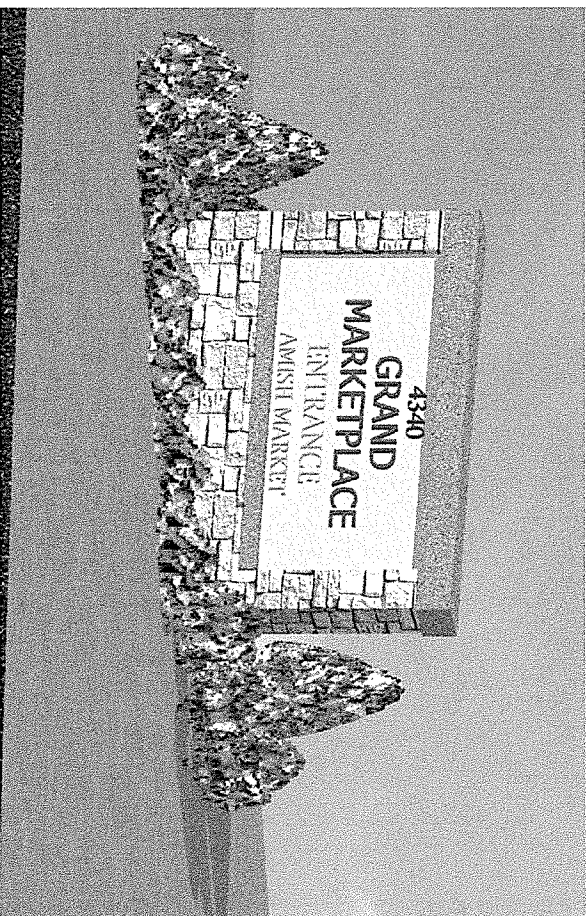
PROJECT NO.:
05-36
SHEET:
SK3



SIDE ELEVATION



PROPOSED SIGN FOR
(LOCATION #4)



PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS		JOSEPH G. MARRA ARCHITECT 22 HOWARD BOULEVARD, SUITE 203 MOUNT ARLINGTON, NJ 07866 (973) 770-6800	
DRAWING: SIGN #4		JOSEPH G. MARRA, AIA NJ-A-18164	DATE
REVISIONS:		SCALE: AS NOTED	
3-9-07 REV. PER CONSULTING		PROJECT NO.: 05-36	
3-13-07 REV. PER ENGINEERS COMMENTS ON 3-12-07		DRAWN BY: SOB	
DATE: 3-5-07		SHEET: SK4	

AGREEMENT

It is on this _____ day of April, 2007 the Township of Willingboro (hereinafter "the Township" and 240/242 Franklyn Avenue LLC and Colonial Court Apartments, LLC (hereinafter " Grand Market Place") (referred to collectively as "the Parties") do hereby agree (hereinafter the "this Agreement") as follows:

WHEREAS, the Parties to this Agreement are currently involved in civil litigation in two actions entitled Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Grand Market Place, LLC, Roy Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50 and 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board (hereinafter referred to collectively as the "Action for Fines"), consolidated under Docket No. L-000581-06;

WHEREAS, on April 20, 2006, the Parties entered into an Consent Order arising from the Action for Fines which is made apart of this Agreement and incorporated herein by reference as Exhibit "A";

WHEREAS, the Consent Order, in part, required that:

a. Plaintiffs shall appear before Township Council, or its designated representatives, within thirty (30) days of the date of this Order for the purpose of re-familiarizing the Council with the Plaintiffs' proposal for both the rehabilitation and reconstruction of the interior and exterior of the site.

b. The parties shall identify, in writing, an agreed upon plan for the rehabilitation and reconstruction of the site, including but not limited to, interior and exterior of the building, (hereinafter "the Agreement") within 15 days of concluding their meeting as noted in paragraph 4(a) above. Although Plaintiff will be the redeveloper of the subject property, Plaintiff is neither a "Redeveloper" nor is the Agreement to be construed as a "Redevelopment Agreement" in accordance with the Redevelopment and Housing Law, N.J.S.A. 40A:12A et seq.

c. Plaintiffs shall pay to the Township the sum of \$250,000.00 as settlement of the outstanding fines which are the subject of the Action for Fines as noted in paragraph 1 herein and listed under Docket No. L-000581-06 conditioned upon the parties entering into the Agreement that is mutually acceptable.

d. The Township of Willingboro agrees to reduce the outstanding fines to \$250,000.00 with the understanding that the unpaid balance shall be devoted to providing a superior quality of rehabilitation and reconstruction to the subject property, as noted in the Agreement.

e. Plaintiffs shall pay the Township of Willingboro the sum of \$250,000.00 within five days of execution of the Agreement by all parties.

f. Upon execution of the Agreement, Plaintiffs shall also provide, at Plaintiffs' expense, the Township with a bond not to exceed \$3,000,000.00 to secure the performance and maintenance of the items agreed upon by the parties in the Agreement. The maintenance bond shall be for at least five years from issuance of the Certificate of Occupancy.

g. Upon Plaintiffs' and the Township's satisfying the conditions noted in 4(a) through 4(f) herein, the parties agree that all claims, including but not limited to all direct, cross, counter, first, second, third-party and consolidated claims will be dismissed with prejudice and without costs against any party. However, the parties reserve all rights to file claims arising from the other party's failure to perform in accordance with this order and the Agreement.

WHEREAS, the Parties agree that this Agreement shall serve as "the Agreement" noted in paragraph 4(b) of the Consent Order;

WHEREAS, the Township agrees to reduce the outstanding fines to \$250,000.00 conditioned upon the following:

a. Grand Market Place construct three monument signs, at its expense, on the subject property in accordance with the four Proposed Sign Details presented to the Township Council on March 6, 2007 including Council's recommendations noted in the revisions of March 9, 2007 and the comments of the Township engineers, Remington & Vernick as noted on March 12, 2007. The four Proposed Sign Details, SK1 SIGN #1, SK3 SIGN #3, and SK4 are attached herewith as Exhibit "B" and incorporated herein by reference;

b. Grand Market Place shall also construct the monument sign listed as optional in the Proposed Sign Details with all revisions and as of March 13, 2007 and entitled SK2 OPTIONAL SIGN #2 and attached herewith as Exhibit "C", and incorporated herein by reference;

c. The Township Planning Board shall determine where the four signs shall be strategic placed on the subject property identified on the Township Tax Map as lot 7.01, Block 2 and also known as Willingboro Grand Market Place;

d. The signs shall be built and erected of quality material in a workman like manner, and meet all Federal, state and local requirements;

e. The signs must be constructed and place on the property not later than June 1, 2007.

f. Upon full execution of the Agreement, Grand Market Place shall also provide the Township with a bond, at their expense, in the amount of \$120,000.00 to

secure the performance and maintenance of the four signs noted herein. The maintenance bond shall be for at least five years from issuance of the Certificate of Occupancy. In lieu of the bond in the amount of \$120,00.00, Grand Market Place may provide a performance and maintenance guarantee that incorporates construction of the four signs into the bond obtained for the Final Major Subdivision and Site Plan for the subject property.

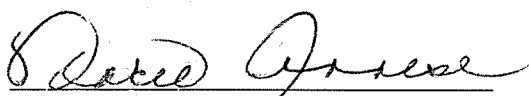
g. The bond must be approved by the Township, Planning Board and Township engineer.

h. Additionally, a Township attorney review and engineering inspection escrow of \$10,000.00 must be submitted along with the bond for professional services rendered from the date of this Agreement forward. All costs, fees, including but not limited to engineering and attorney fees of any kind, necessary to carry out the intent of this Agreement from the date executed shall be borne by Grand Market Place. However, noting herein shall prejudice the applicants right of review of engineer escrow charges under New Jersey Municipal Land Use Law.

i. Upon execution of the Agreement and acceptance of the bond, Grand Market Place shall deliver a cashier's check in the amount of \$250,000.00, payable to the "Township of Willingboro", to the Law Office of Michael A. Armstrong, located at 79 Mainbridge Lane, Willingboro, New Jersey within five (5) days of written notification that the bond and agreement are acceptable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement consisting of 4 pages on this 12th day of April 2007.

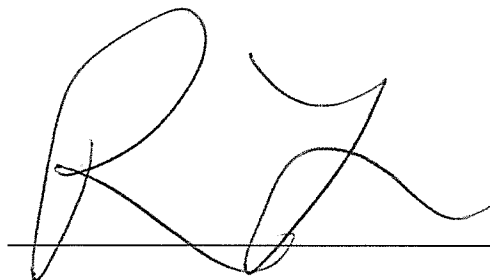
ATTEST:


MARIE ANNESE, Township Clerk

**FOR THE TOWNSHIP OF
WILLINGBORO**

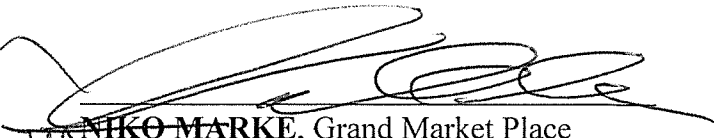

JEFFREY RAMSEY, Mayor

WITNESSED:



FOR GRAND MARKET PLACE

I hereby certify under oath that I am authorized to enter into and bind the Grand Market Place, and anyone having an interest therein to this Agreement.


NIKO MARKE, Grand Market Place
Managing Member and Authorized Agent
NAMIK MARKE

State of New Jersey)
)SS

County of Burlington)

I certify that on April 10 2007, Namuk Marke

Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of Grand Market Place, the corporation or entity referenced herein ; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.

Janina Garvey
Notary Public of New Jersey

commission expires 11/24/2009

AGREEMENT

It is on this _____ day of April, 2007 the Township of Willingboro (hereinafter "the Township" and 240/242 Franklyn Avenue LLC and Colonial Court Apartments, LLC (hereinafter "Grand Market Place") (referred to collectively as "the Parties") do hereby agree (hereinafter the "this Agreement") as follows:

WHEREAS, the Parties to this Agreement are currently involved in civil litigation in two actions entitled Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Grand Market Place, LLC, Roy Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50 and 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board (hereinafter referred to collectively as the "Action for Fines"), consolidated under Docket No. L-000581-06;

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f. Upon execution of the Agreement, Plaintiffs shall also provide, at Plaintiffs' expense, the Township with a bond not to exceed \$3,000,000.00 to secure the performance and maintenance of the items agreed upon by the parties in the Agreement. The maintenance bond shall be for at least five years from issuance of the Certificate of Occupancy.

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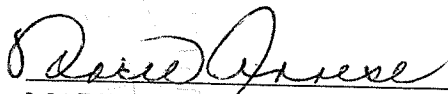
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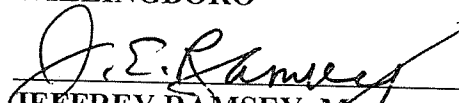
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement consisting of 4 pages on this 15th day of April 2007.

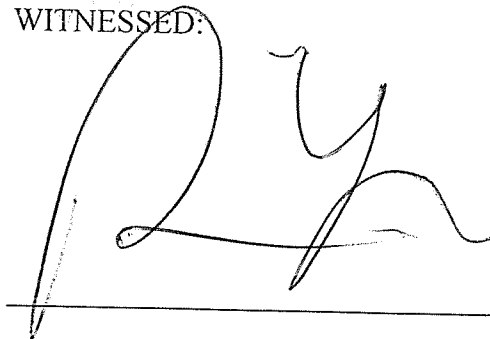
ATTEST:


MARIE ANESE, Township Clerk

FOR THE TOWNSHIP OF
WILLINGBORO

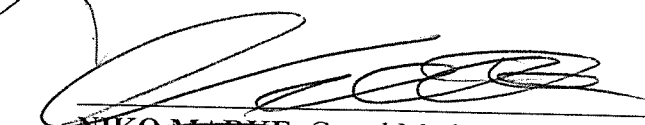
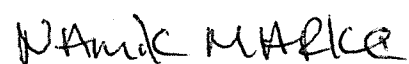

JEFFREY RAMSEY, Mayor

WITNESSED:



FOR GRAND MARKET PLACE

I hereby certify under oath that I am authorized to enter into and bind the Grand Market Place, and anyone having an interest therein to this Agreement.


NIKO MARKE, Grand Market Place
Managing Member and Authorized Agent


State of New Jersey)
)SS

County of Burlington)

I certify that on April 10 2007, Namik Markc

Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of Grand Market Place, the corporation or entity referenced herein ; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.

Jenna Garvey
Notary Public of New Jersey
Commission expires 11/24/2009

Willingboro Township Council Meeting of April 10, 2007

Resolutions cont'd.

Deputy Mayor Jennings	Yes
Mayor Ramsey	Yes

Motion carried. Res. 2007 – 62, 63 and 64 are adopted.

Raffle Applications: No. 532 and No. 533, St. Charles Borromeo PTA

On Motion by Councilman Ayer to approve.

Seconded by Councilman Campbell

Roll Call Vote:	Councilman Ayer	Yes
	Councilman Campbell	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Jennings	Yes
	Mayor Ramsey	Yes

Motion carried. Raffle Application approved.

Approval of Minutes – February 13, 24 and 27, 2007.

On Motion by Councilman Campbell

Seconded by Councilman Ayer

Roll Call Vote:	Councilman Ayer	Yes
	Councilman Campbell	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Jennings	Yes
	Mayor Ramsey	Yes

Motion carried.

Manager's Report – Was already provided.

Treasurer's Report

On Motion by Councilman Ayer to receive and file the Treasurer's Report as required by law.

Seconded by Councilman Campbell.

Roll Call Vote:	Councilman Ayer	Yes
	Councilman Campbell	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Jennings	Yes
	Mayor Ramsey	Yes

Motion carried.

Resolution No. 2007 – 65 (copy attached)

Resolution was provided by Ms. Bowie this evening and added to Agenda.

Resolution Authorizing the Mayor to Execute an Agreement in the Matters of

240/242 Franklin Avenue LLC, Colonial Court Apartments, LLC v. Township of Willingboro, Township of Willingboro Planning Board and Township of Willingboro v. Willingboro Mall, LLD, ET AL.

On Motion by Councilman Campbell to approve Res. 2007 – 65.

Seconded by Deputy Mayor Jennings

Mayor Ramsey explained that this concludes the negotiated settlement with Village Mall, Grand Market Place – to settle differences – settle fines.

Roll Call Vote:	Councilman Ayer	Yes
	Councilman Campbell	Yes
	Councilman Stephenson	Yes
	Deputy Mayor Jennings	Yes
	Mayor Ramsey	Yes

Motion carried. Res. 2007 – 65 is adopted.

Public Comment

Mayor Ramsey opened the public comment portion of the meeting.

Mr. Clayton Sills, Bloomfield Lane

- Wanted to follow up on some things that came up at the Mayor's Forum. Asked that Deputy Mayor Jennings invite interested people to participate in study group/task force regarding future rateables. Appears that those areas we designated as redevelopment zones are not paying off.
- When can we expect redevelopment to begin to pay off in terms of in terms of mitigating future increase in taxes – particularly for senior citizens and whether or not we need to look at something like the property tax relief plan that's been in place for better than 30 years. It was indicated that relief for seniors was capped at \$10,000 income. That figure is obsolete.
- Look at Pennypacker area for development.
- Number of years ago we had a presentation by a group – Messengers of Peace. That presentation could have been very positive for Willingboro.
- Hope we will move forward in technology – engage more people. Website is obsolete.
- We need to be all working together (Council, Board of Education and people) when looking at where we can maximize our rateables.

Ms. Addie Hatten, Holbrook Lane

- Happy to have an upscale restaurant.
- Agenda for March 13, 2007 indicates Bryant's firm had three contracts in town. Are they for three different lawyers? It sounds like pay to play. It doesn't look nice.
- Understand the Judge we hired also came from this firm.
- Again is this 1 person or 3 different jobs. How does this connect with the town?

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

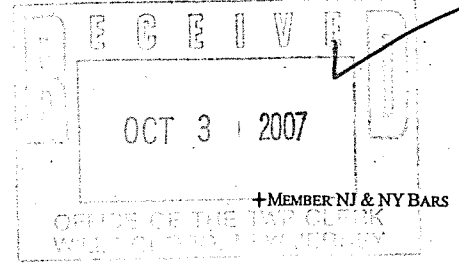


MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP
Email: dem@armstronglawfirm.com



September 27, 2007

Michael J. McKenna, Esquire
State Highway 38 and Longwood Avenue
648 Longwood Avenue
Cherry Hill, New Jersey 08002

**RE: Willingboro Festival Market
My File. No.: 530-117-06**

Dear Mr. McKenna:

Enclosed for your records please find:

1. One Original Executed Agreement between the Township of Willingboro and Grand Market Place, incorporating the Consent Order of April 2006 and for Construction of sign monuments for Grand Market Place;
2. One Original Executed Amendment to Agreement; and
3. One Certified copy of Resolution 2007-65 which authorizes the execution of the Agreement with copies of: Exhibit A - April 20, 2006 Consent Order to the Agreement; Exhibit B - Proposed Sign Details, SK1 SIGN #1, SK3 SIGN#3, and SK4; and Exhibit C - Proposed Sign Details with all revisions as of March 13, 2007 entitled SK2 OPTIONAL SIGN #2.

If you have any questions please feel free to contact my office.

Very truly yours,

Cristal Holmes-Bowie

CHB/mnb
Enclosure

cc: Wendell Bibbs, Twp. Engineer
Council, Mayor & Manager
Marie Annese, Township Clerk

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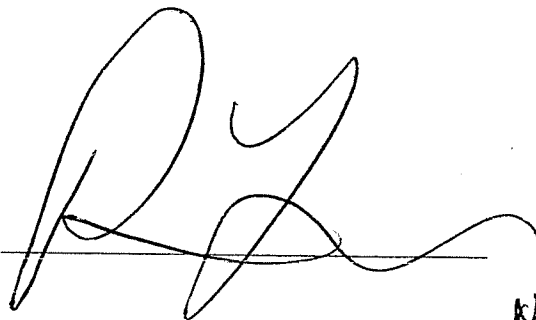
ATTEST:


MARIE ANNESE, Township Clerk

FOR THE TOWNSHIP OF
WILLINGBORO



JEFFREY RAMSEY, Mayor

WITNESSED:



FOR GRAND MARKET PLACE

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NIKO MARKE, Grand Market Place
Managing Member and Authorized Agent
NAmik MARKE

State of New Jersey)

)SS

County of Burlington)

I certify that on April 10 2007, Namik Marke

Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of Grand Market Place, the corporation or entity referenced herein ; and
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Jenna Garvey
Notary Public of New Jersey
commission expires 11/24/2009

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 Mainbridge Lane
Willingboro, New Jersey 08046
(609) 877-5511

Attorney for Township of Willingboro

FILED WITH THE COURT

APR 20 2006

HON. JOHN A. SWEENEY, A.J.S.C.

240/242 FRANKLIN AVENUE LLC,
COLONIAL COURT APARTMENTS, LLC,

Plaintiffs,

v.

TOWNSHIP OF WILLINGBORO, TOWNSHIP
OF WILLINGBORO PLANNING BOARD, :

Defendants.

SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: BURLINGTON COUNTY
: DOCKET NO. L-00581-06

Civil Action

CONSENT ORDER

THIS MATTER being opened to Court by Michael J. McKenna, Esquire, attorney for Plaintiffs, upon the return date of the Order to Show Cause on March 9, 2006 and the Court having heard, read and considered the papers of Plaintiffs as well as responsive papers filed by Michael A. Armstrong, Esquire, as Township Solicitor, and having heard from Uri Taenzer, Esquire, the Solicitor for the Township Planning Board and the parties having consented hereto and for other good cause shown;

IT IS on this 20 day of April, 2006 ORDERED as follows:

1. This matter shall be consolidated with an action entitled Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Festival Market, LLC, Roy Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50 (hereinafter the "Action for Fines"), the matters shall be consolidated under Docket No. L-000581-06.

2. The Township of Willingboro construction office shall issue construction permits for each of the four permits which have cleared the Department of Community Affairs review as specified in the Verified Complaint. Plaintiffs may proceed with this work without Planning Board approval.

3. The Plaintiffs shall apply for Site Plan approval required from the Township of Willingboro Planning Board (and any other required governmental agency) as a condition of occupancy for business. Site Plan application and engineering plans shall be filed, noticed and provided to the Township's professionals in accordance with the MLUL and local ordinances within 25 days of April 10, 2006. Nothing herein shall prevent the applicant from having its plans reviewed for informal input by the Township Engineer at any time prior to filing and before (or during pendency of) formal Planning Board hearing(s). The said professionals and the Planning Board shall give priority and schedule special meetings, if necessary, to accommodate timely approval of this application as soon as reasonably possible so as to facilitate the applicant's opening for business upon compliance with said conditions. The applicant is aware that inclusion of the Park 'N Ride will be favorably viewed by the Planning Board. Nothing herein shall preclude incidental or future separate application for subdivision for future Pad Site development purposes. The Plaintiffs have been informed of pending Scarce Resource Order under Docket BUR-L-001593-05 which prevents Planning Board approval (as opposed to consideration) of development of tracts exceeding one acre pending Master's Recommendation concerning tracts to be exempted from such order. Such order

specifically permits any party aggrieved thereby to seek relief from the Court on seven days' notice to the parties.

4. The parties agree to settle the Action for Fines conditioned upon the following:

a. Plaintiffs shall appear before Township Council, or its designated representatives, within thirty (30) days of the date of this Order for the purpose of refamiliarizing the Council with the Plaintiffs' proposal for both the rehabilitation and reconstruction of the interior and exterior of the site.

b. The parties shall identify, in writing, an agreed upon plan for the rehabilitation and reconstruction of the site, including but not limited to, interior and exterior of the building, (hereinafter "the Agreement") within 15 days of concluding their meeting as noted in paragraph 4(a) above. Although Plaintiff will be the redeveloper of the subject property, Plaintiff is neither a "Redeveloper" nor is the Agreement to be construed as a "Redevelopment Agreement" in accordance with the Redevelopment and Housing Law, N.J.S.A. 40A:12A et seq.

c. Plaintiffs shall pay to the Township the sum of \$250,000.00 as settlement of the outstanding fines which are the subject of the Action for Fines as noted in paragraph 1 herein and listed under Docket No. L-000581-06 conditioned upon the parties entering into the Agreement that is mutually acceptable.

d. The Township of Willingboro agrees to reduce the outstanding fines to \$250,000.00 with the understanding that the

unpaid balance shall be devoted to providing a superior quality of rehabilitation and reconstruction to the subject property, as noted in the Agreement.

e. Plaintiffs shall pay the Township of Willingboro the sum of \$250,000.00 within five days of execution of the Agreement by all parties.

f. Upon execution of the Agreement, Plaintiffs shall also provide, at Plaintiffs' expense, the Township with a bond not to exceed \$3,000,000.00 to secure the performance and maintenance of the items agreed upon by the parties in the Agreement. The maintenance bond shall be for at least five years from issuance of the Certificate of Occupancy.

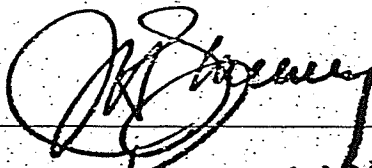
g. Upon Plaintiffs' and the Township's satisfying the conditions noted in 4(a) through 4(f) herein, the parties agree that all claims, including but not limited to all direct, cross, counter, first, second, third-party and consolidated claims will be dismissed with prejudice and without costs against any party.

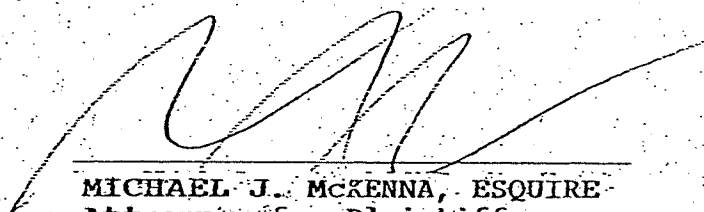
However, the parties reserve all rights to file claims arising from the other party's failure to perform in accordance with this order and the Agreement.

5. Plaintiffs shall provide an Affidavit attesting that Scott or Allen Plapinger or any member of a Plapinger family hold no interest in the subject parcel, nor will Plaintiffs voluntarily permit those individuals to acquire any ownership interest, provided, however, that the Plapingers do hold a mortgage on the subject property as collateral for an indemnification agreement concerning liability for the fines. The aforesaid Affidavit shall describe such indemnification agreement as well. The Affidavit shall describe the

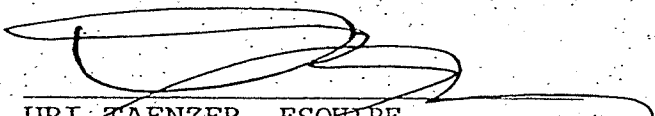
current owners in detail, including but not limited to both legal and individual ownership interest in the subject property. Plaintiffs, as current owners, also agree to notify the Township Clerk of any change in ownership within thirty (30) days of said transfer occurring. A change in ownership does not relieve Plaintiffs of their obligations to perform in accordance with this Order and the Agreement.

I hereby consent to the form
and entry of the above Order



J.S.C.
JOHN A. SWEENEY, A.J.S.C.


MICHAEL J. MCKENNA, ESQUIRE
Attorney for Plaintiffs
240/242 Franklin Avenue, LLC and
Colonial Court Apartments, LLC

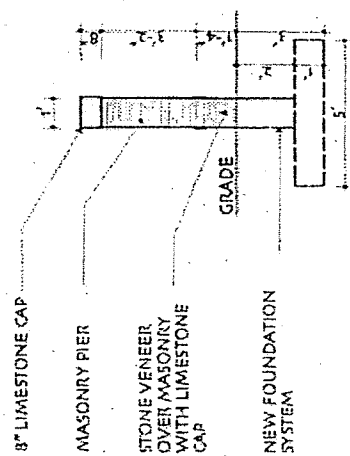
Dated: 4-12-06


URI TAENZER, ESQUIRE
Attorney for Defendant
Township of Willingboro Planning Board

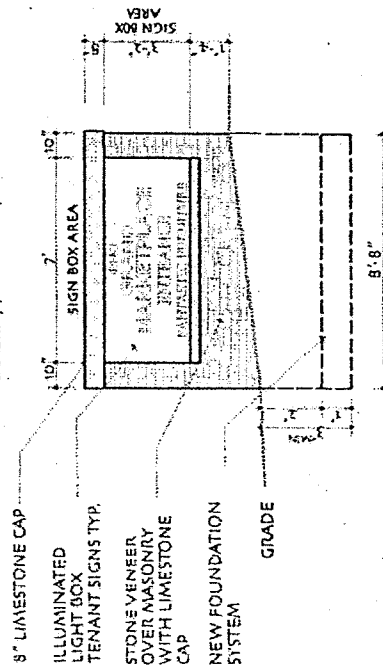
Dated: 4-17-2006


MICHAEL A. ARMSTRONG, ESQUIRE
Attorney for Defendant
Township of Willingboro

Dated: 4/13/06



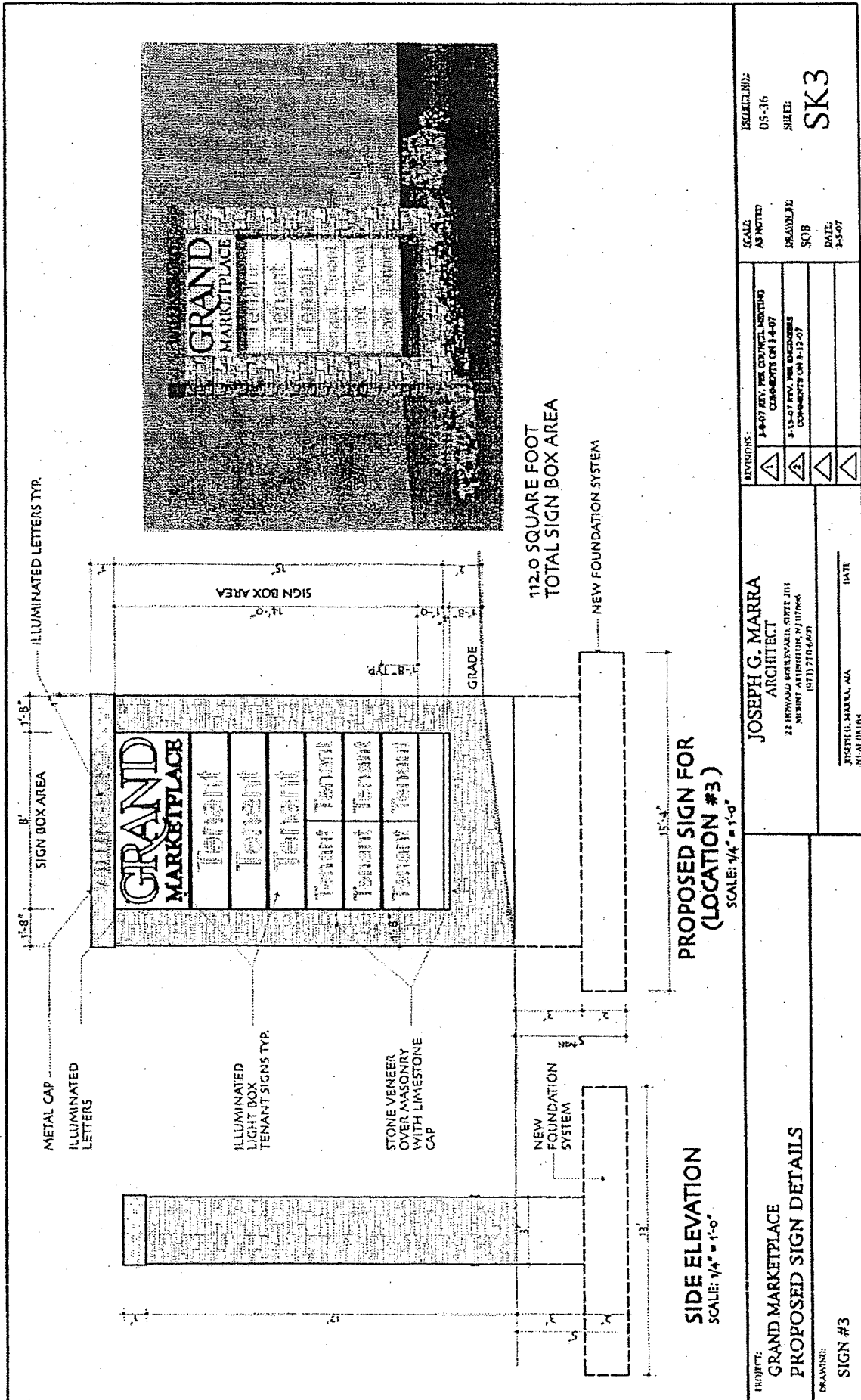
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



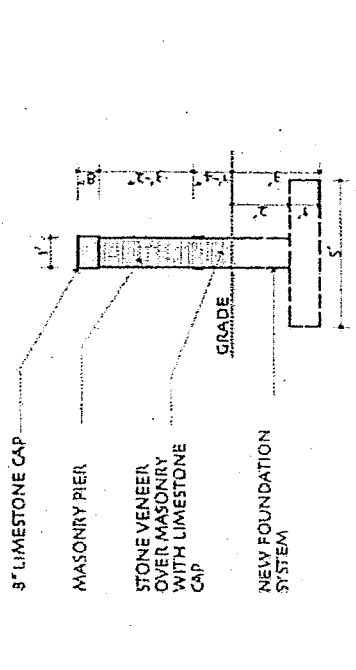
**PROPOSED SIGN FOR
(LOCATION #1)**
SCALE: 1/4" = 1'-0"



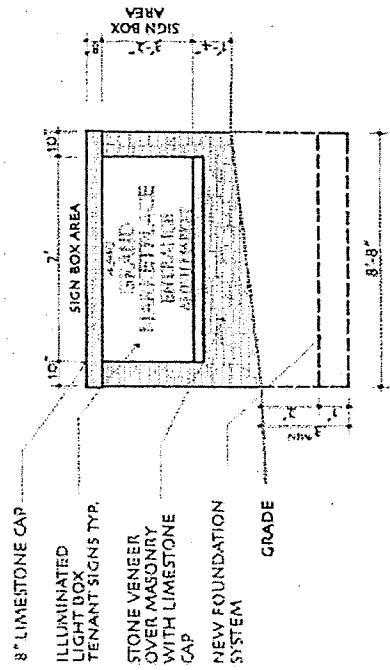
PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS	JOSEPH G. MARRA ARCHITECT 22 HOWARD STREET, SUITE 203 BRIGHT, ARIZONA, 85701 (602) 771-6675		REVISIONS: 1-9-07 REV. PER COUNCIL MEETING COMMENTS ON 1-4-07 2-11-07 REV. PER ENGINEER'S COMMENTS ON 2-11-07		SCALE: AS NOTED	TITLE BLOCK: 05-36
	DATE: 11-14-04		DATE: 2-11-07		DATE: 2-11-07	SK1



PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS	DRAWING: SIGN #3	ARCHITECT JOSEPH G. MARRA 22 IRVING AVENUE, SUITE 201 NEWARK, NEW JERSEY 07102-4401 (973) 270-4401		REVIEWS:		SCALE: AS NOTED	PROJECT NO: 05-36
		DATE: 1-1-07		1-1-07 REV. PER COUNCIL MEETING COMMENTS ON 1-1-07	2-1-07 REV. PER COUNCIL MEETING COMMENTS ON 2-1-07	DATE: 1-1-07	SK3



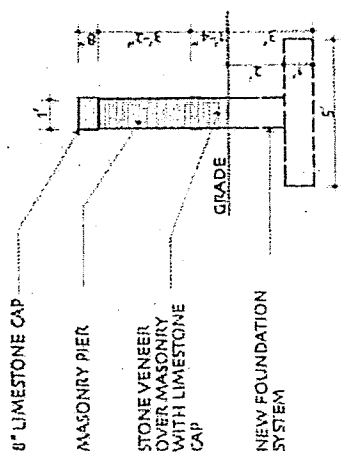
SIDE ELEVATION



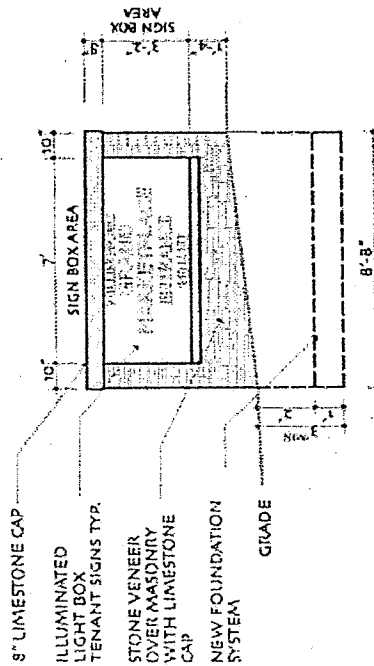
**PROPOSED SIGN FOR
(LOCATION #4)**



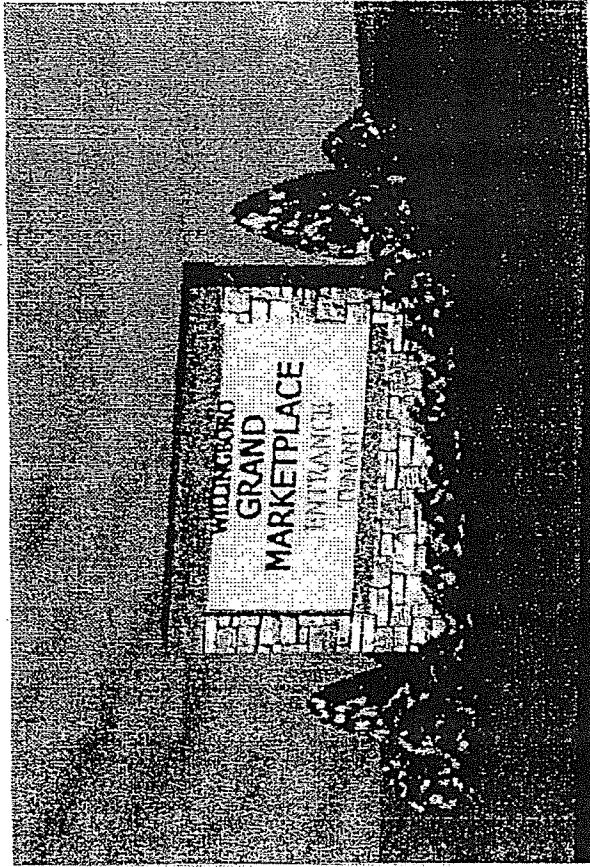
PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS	ARCHITECT JOSEPH G. MARRA 22 IRVING AVENUE, SUITE 203 ALBANY, NEW YORK 12206 (518) 751-4444	REVISIONS: 1-4-07 REV. PER COUNCIL MEETING COMMENTS ON 1-4-07 1-12-07 REV. PER ENGINEER'S COMMENTS ON 1-12-07	SCALE: AS NOTED DRAWN BY: SOB DATE: 3-5-07	PROJECT NO.: 05-36 SHEET: SK4
DRAWING: SIGN #4	DATE			



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



**PROPOSED SIGN FOR
(LOCATION #2 ON SUNSET DRIVE)**
SCALE: 1/4" = 1'-0"



*** OPTIONAL SIGN ***

PROJECT: GRAND MARKETPLACE PROPOSED SIGN DETAILS	ARCHITECT: JOSEPH G. MARRA ARCHITECT 22 NEWARD BOULEVARD, SUITE 200 HICKENT, ARIZONA, 85119 (928) 778-6000		REVISIONS:	SCALE: AS NOTED	PROJECT NO.: 05-36
	DATE: 1-4-07		3-4-07 REV. PER COUNCIL MEETING COMMENTS ON 1-4-07	DRAWN BY: SOH	SHEET: SK2
DRAWING: OPTIONAL SIGN #2	DATE: 1-4-07		3-13-07 REV. PER ENCLOSURES COMMENTS ON 3-13-07		
	DATE: 1-4-07				

**TOWNSHIP OF WILLINGBORO RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE
MATTERS OF 240/242 FRANKLIN AVENUE LLC, COLONIAL COURT
APARTMENTS, LLC, V. TOWNSHIP OF WILLINGBORO, TOWNSHIP OF
WILLINGBORO PLANNING BOARD AND TOWNSHIP OF WILLINGBORO V.
WILLINGBORO MALL, LTD, ET AL.**

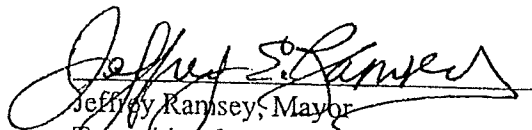
WHEREAS, the Township Council of the Township of Willingboro and the parties in the matters of 240/242 Franklin Avenue LLC, Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board and Township of Willingboro vs. Willingboro Mall, LTD., et al., consolidated under Docket No. L-000581-06, are desirous of settling issues underlying the litigation in these matters, pursuant to a previously executed Consent Order; and

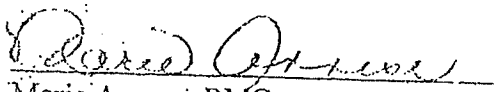
WHEREAS, counsel for the respective parties have negotiated an Agreement resolving the outstanding issues, the terms of which are set forth within a document entitled "Agreement," a copy of which is attached hereto; and

WHEREAS, the Township Council finds that it is in the best interest of the Township to settle the issues underlying the litigation and to terminate the litigation; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, this 10th day of April, 2007, that the Township Council authorizes its Mayor and Clerk, to execute the Agreement on behalf of the Township of Willingboro thereby settling the lawsuits entitled, "240/242 Franklin Avenue, Colonial Court Apartments, LLC, v. Township of Willingboro, Township of Willingboro Planning Board, Docket No. L-00581-06 and 'Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Festival Market, LLC, Rov Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50," Docket No. L-000581-06 both in the Superior Court of New Jersey Law Division, Burlington County.

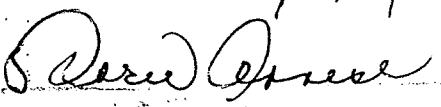
BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to all parties to the litigation for their information and attention.


Jeffrey Ramsey, Mayor
Township of Willingboro


Marie Annese, RMC,
Clerk Township of Willingboro

4/10/07

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson	✓			
Deputy Mayor Jennings	✓			
Mayor Ramsey	✓			



AMENDMENT TO THE
AGREEMENT

JS **THIS AMENDMENT TO THE AGREEMENT**, hereinafter the Amendment, is made and dated on, August 30th, 2007 between 240/242 FRANKLIN AVENUE, LLC, a New York Limited Liability Company authorized to do business in the State of New Jersey, and COLONIAL COURT APARTMENTS, LLC, a Delaware Limited Liability Company authorized to do business in the State of New Jersey, hereinafter referred to as the "Owners" whose address is 459 Route 38 West, Maple Shade, New Jersey 08052 and the TOWNSHIP OF WILLINGBORO, a New Jersey Municipal Corporation, hereinafter referred to as the "Township" whose address is Municipal Complex, One Salem Road, Willingboro, New Jersey 08046.

WITNESSETH:

WHEREAS, Owners and Township entered into a certain Agreement dated April 27, 2007, (hereinafter referred to as the "Agreement") duly executed by the parties; and

WHEREAS, due to various delays, due to reasons including, but not limited to, the approval process, time required by the professional architects and engineers services and the permitting process, an extension is required of the June 1, 2007 date stated in the Agreement as the date when the signs were to be constructed and placed on the property; and

WHEREAS, the permit applications for the demolition of the existing pylons, the construction of the foundation(s) for the new signs, the electrical work related to the new signs and the installation of the new signs have been filed with the Township Construction Office; and

WHEREAS, Owners and Township have agreed to an extension of the June 1, 2007 completion date and thereby changes to the terms and conditions of the Agreement and wish to amend the Agreement's terms and conditions as set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, the mutual covenants, terms and conditions set forth herein, and other good and valuable considerations in hand received by each party from the other, the receipt, adequacy and sufficiency of which is hereby mutually acknowledged, Owners and Township hereby covenant and agree as follows:

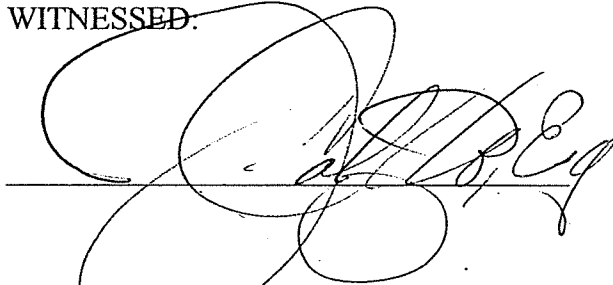
1. The Township and Owner hereby confirm and agree to extend the date the signs are to be constructed and placed on the property as required by the Agreement from June 1, 2007 to within one hundred twenty (120) days from the later of the date the Township of Willingboro approves the letter of credit and accepts the cash payment required under the Agreement in the amount of \$250,000.00 or issues the permit(s) for the demolition of the existing pylons, the construction of the foundation(s) for the signs, the electrical work related to the signs and the installation of the new signs.

2. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile production of any signed counterpart of this Amendment shall be binding upon the parties.
3. The remaining terms and provisions of the Agreement are hereby affirmed by Owner and Township, excepting that the terms and provisions of this Amendment shall supercede the terms and provisions of the Agreement as above indicated and where the terms of the Agreement and this Amendment conflict, the terms of this Amendment shall prevail.
4. This Amendment shall be construed without regard to any presumption or other rule requiring construction against any party causing this Amendment to be drafted.


IN WITNESS WHEREOF, the undersigned parties have executed this Amendment intending it to be an instrument under seal on the date set forth under their respective signatures.

WITNESSED:

OWNERS:
240/242 FRANKLIN AVENUE, LLC




By:


NAMIK MARKE, Sole Member
Dated: August _____, 2007

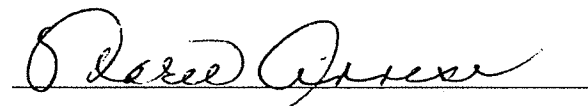
COLONIAL COURT APARTMENTS, LLC



By:

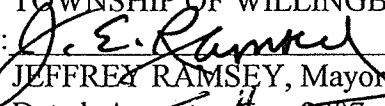


NAMIK MARKE, Sole Member
Dated: August _____, 2007

TOWNSHIP :



TOWNSHIP OF WILLINGBORO

By:


JEFFREY RAMSEY, Mayor
Dated: August 4, 2007


Block(s) 2 Lot(s) 7.01IRREVOCABLE STANDBY LETTER OF CREDIT (PERFORMANCE)

Issued by:

Name of Banking Institution:

Republic First Bank

Address:

50 South 16th Street, Suite 2400

City/State/ZIP:

Philadelphia, Pennsylvania 19102

Telephone/Facsimile:

Tel.: (215)735-4422/Fax: (215)735-5373

Issue date:

August 30, 2007

Expiration date and time:

August 30, 2008

Letter of Credit Number:

359901

Beneficiary:

Name:

Township of Willingboro.

Address:

One Salem Road

City/State/ZIP:

Willingboro, New Jersey 08046

Telephone/Facsimile:

Tel.(609)877-2200/Fax.(609)835-0782

Applicant:

Name:

240/242 Franklin Avenue, LLC

Address:

and Colonial Court Apartments, LLC

City/State/ZIP:

c/o The Grand Marketplace at Willingboro, LLC

Telephone/Facsimile:

459 Route 38 West, Maple Shade, NJ 08052

Amount:

Tel.:(856)667-0400/Fax:(856)667-1477

One Hundred Twenty Thousand Dollars and no/100
(\$120,000.00)

(Not to exceed 120 percent of the cost of improvements, as certified by the municipal engineer)

We hereby issue our irrevocable standby letter of credit in your favor, which is available by your written request for payment at sight bearing our letter of credit number 359901 on Republic First Bank.

Your written request for payment must be presented at the office indicated above by personal delivery or by registered or certified mail or courier and must be accompanied by (1) the original standby letter of credit and any subsequent original amendments and (2) an original statement

purportedly signed by the municipal engineer of the Township of Willingboro (name of municipality) stating: "The amount of this drawing under irrevocable standby letter of credit no. 359901, issued August 30, 2007 by Republic First Bank, represents the amount due us as a result of the failure of 240/242 Franklin Avenue, LLC and Colonial Court Apartments, LLC to complete, in whole or in part, the required site improvements as detailed in the Agreement made between the Township of Willingboro, hereinafter the "Township", and 240/242 Franklin Avenue, LLC and Colonial Court Apartments, LLC, hereinafter, "The Grand Marketplace" dated April _____, 2007 and in the certain Engineer's Estimate entitled "Performance Guaranty Estimate" prepared by K. Wendell Bibbs, P.E. and dated March 30, 2007. I hereby certify that notice of the incompleteness upon which this drawing is based was given to the applicant by registered or certified mail or by courier on _____ (date at least 30 days prior to the date of the municipal engineer's statement)." This certification shall be accompanied by a resolution of the municipal governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted. Upon the above conditions being satisfied by the Township, Republic First Bank hereby agrees to issue payment to the Township within ten (10) business days of Republic First Bank's receipt of written request for payment.

This letter of credit shall be deemed to be automatically extended annually for periods of one year unless written notice is given by the banking institution by registered or certified mail or by courier to the applicant and the municipality, by service upon the Municipal Clerk, at least 60 days prior to the then-current expiration date.

In the event of failure of the applicant to furnish another letter of credit meeting the requirements of N.J.S.A. 40:55D-53.5 and N.J.A.C. 5:36-4.3, or other acceptable security, at least 30 days prior to the expiration date of this letter of credit, the municipality may, to the extent allowed by law, draw upon this letter of credit to pay the cost of any incompleteness.

This letter of credit shall expire upon approval or acceptance by resolution of the municipal governing body of all improvements cited in the aforesaid Engineer's Estimate or upon replacement of this letter of credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all, of said improvements, a reduction in the amount of this letter of credit shall be granted in accordance with N.J.S.A. 40:55D-53, provided that the remaining amount shall be sufficient to secure provision of the improvements not yet approved and that the municipality may require that the remaining amount be 30 percent of the original amount.


All correspondence to the banking institution concerning this letter of credit shall be addressed to the office indicated above.

This letter of credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This letter of credit is subject to [Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500] [International Standby Practices 1998 (ISP98)]. (Note: Either shall be acceptable.)

We hereby agree with you that drawings under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to us.

Witness/Attest:


Necna Miller, Chief Credit Officer

Date 8/29/2007

State of
County of

Pa
Philadelphia

Print Name:

Scott A Lister

Commission expires:

SEAL

